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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~389.~~ 187

JOSHUA COLLINS AND JEREMIAH COLLINS, PLAINTIFFS IN ERROR,

vs.

LAURASON RIGGS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS.

FILED DECEMBER 12, 1870.

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INDEX.

	Original.	Print.
Bond for costs	2	1
Declaration	3	1
Rule to plead	5	3
Plea	6	3
First trial and judgment	7	3
New trial awarded by stipulation	9	4
Second trial and judgment	10	4
Second trial and judgment set aside (on payment of costs)	11	5
Third trial	12	9
Judgment	13	6
Bill of exceptions	16	7
Mortgage of Russell to United States	17	7
Transcript in United States vs. Russell et al. (offered by plaintiff)	34	12
Bill of complaint	35	13
Subpœna	56	18
Default and bill taken as confessed	58	19
Decree	59	19
Decree made absolute	69	22
Report of sale by master	69	22
Report confirmed	76	25
Certificate to first transcript	77	25
Testimony of S. Paine	78	25
Original fee bill in United States vs. Russell	80	26
Transcript in United States vs. Russell et al., (offered by defendant)	82	26
Præcipe for subpœna	83	27
Bill of complaint	84	27
Subpœna and marshal's return	105	33

	Original.	Print.
Default and bill taken as confessed	107	34
Master's report of amount due	108	34
Decree	109	34
Decree made absolute	120	38
Master's report of sale	121	38
Report confirmed	128	41
Notice of application to sell unsold lands described in letter	130	41
Petition for leave to sell unsold lands described in letter	131	42
Supplemental decree	142	45
Order correcting supplemental decree	149	47
Master's report of sale under supplemental decree	150	47
Notice by publication of sale	160	50
Notice by publication of sale	166	52
Report confirmed	171	54
Confirmation of report	172	54
Further notice by publication	173	55
Certificate to transcript (second)	179	56
Deed from Beaumont to United States	180	57
Confirmation of master's report	188	60
Deed from United States to Corcoran	190	60
Corcoran to Riggs	195	62
Russell to Breese	201	64
Decree in bankruptcy	207	67
Deed from Waddell, assignee to Wallace	211	68
Wallace to Hardin	217	71
Hardin to Brown	221	72
Breese to Brown	225	74
Brown to Collins, &c	229	75
Testimony of Charles H. Gould	233	76
B. C. Cook	233	76
Deposition of W. W. Corcoran	234	77
Anthony Hyde	240	78
Tax receipts	248	80
Leave to withdraw money tendered	266	90
Appeal bond	266	90
Certificate to transcript	269	91
Writ of error	270	91
Citation	272	92
Service	273	92

1 Pleas in the circuit court of the United States for the northern district of Illinois, held at the United States court-rooms in the city of Chicago in the district aforesaid, before the Hon. Thomas Drummond, circuit judge of the United States for the seventh judicial circuit, and the Hon. Henry W. Blodgett, district judge of the United States for the northern district of Illinois, judges of said circuit court, on Thursday the seventh day of April in the adjourned March term of said court, in the year of our Lord one thousand eight hundred and seventy, and of our independence the ninety-fourth year.

WILLIAM H. BRADLEY, *Clerk.*

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } 7758. Ejectment.

NORTHERN DISTRICT OF ILLINOIS:

Be it remembered that, on the twenty-third day of March, in the year of our Lord one thousand eight hundred and sixty-seven, came Laurason Riggs, plaintiff, by Messrs. Arrington and Dent, his attorneys, and filed in the office of the clerk of the circuit court of the United
2 States for the northern district of Illinois at Chicago, in said district, his declaration in ejectment against Joshua Collins and Jeremiah Collins, defendants, together with a notice and an affidavit thereto attached, and also at the same time filed his bond for costs in said entitled cause, which said bond, declaration, notice and affidavit are respectively in the words and figures following to wit:

Bond for costs.

UNITED STATES OF AMERICA,
Northern District of Illinois, ss:

Circuit court, March term, A. D. 1867.

LAURASON RIGGS
vs.
JOSHUA COLLINS & JEREMIAH COLLINS. } In ejectment.

I do hereby enter myself security for costs in this cause and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court; and in default of payment by the plaintiff of any costs ordered or adjudged to be paid by him, I do hereby agree and stipulate that execution may issue against my property for any costs taxed against him.

Dated this eighth day of March, A. D. 1867.

THOMAS DENT.

(Endorsed:) Filed March 23d, A. D. 1867. W'm H. Bradley, clerk.

3 *Declaration.*

UNITED STATES OF AMERICA,
Northern District of Illinois, ss:

United States circuit court, March term, A. D. 1867.

Laurason Riggs, who is a citizen of the State of New York, by Arring

ton & Dent, his attorneys, complains of Joshua Collins and Jeremiah Collins, who are citizens of the State of Illinois, in a plea of trespass and ejectment: For that whereas, heretofore, to wit, on the first day of January in the year eighteen hundred and sixty-seven, (A. D. 1867,) at and within the county of Grundy and State of Illinois, the said plaintiff was possessed as of his own demesne in fee simple, of a certain tract or parcel of land, with the appurtenances, situate in the county of Grundy in the said State of Illinois, and described as follows to wit: Section twenty-six, (26,) in township thirty-four (34) north, in range seven (7) east, which said premises exceed in value the sum of five hundred dollars, and which the said plaintiff claims in fee simple.

And the said plaintiff, being so possessed thereof, the said defendants afterwards, to wit, on the same day and year last aforesaid, entered the said premises and ejected the said plaintiff therefrom, and from the time last aforesaid have unlawfully withheld and do now unlaw-
4 fully withhold from the said plaintiff the possession thereof, to the damage of the said plaintiff of the sum of five hundred dollars, and therefore he brings suit, etc.

ARRINGTON & DENT,
Att'ys for Plaintiff.

To Joshua Collins and Jeremiah Collins, the above named defendants:

You are hereby notified that the declaration, with a copy of which you are now herewith served, and to which this notice is attached will be filed in the circuit court of the United States for the northern district of Illinois, on the 20th day of March, A. D. 1867, being the 15th day of the March term of said court A. D. 1867, and that upon filing the same a rule will be entered requiring you to appear and plead to the said declaration within twenty days after the entry of said rule, and that if you neglect so to appear and plead, a judgment by default will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 8th day of March, A. D. 1867.

ARRINGTON & DENT,
Att'ys for Plaintiff.

[50 cent inter. revenue stamp, cancelled.]

5 STATE OF ILLINOIS,
County of Grundy, ss:

Thos. S. Sawyer, being duly sworn, upon his oath saith that he served a declaration and notice of which the within and foregoing are copies upon Joshua Collins and Jeremiah Collins, the above-named defendants, by delivering the same to each of them personally on the 13th day of March, A. D. 1867.

THO'S S. SAWYER.

[5 ct. rev. stamp, cancelled.]

Subscribed and sworn to before me this 16th day of March, A. D. 1867.
[NOTARIAL SEAL.] E. SANFORD,
Notary Public.

(Endorsed:) Filed March 23d, 1867. W'm H. Bradley, cl'k.

On the same day to wit, the 23d day of March in the adjourned March term, A. D. 1867, of said court in the record of the proceedings thereof in the said entitled cause is the following entry, to wit:

Rule to plead.

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

Now comes the plaintiff, by his attorneys, who file his declaration in ejectment against the defendants, together with a notice thereto attached, and also an affidavit of due service of a true copy of said declaration and notice upon the defendants, and on motion of the plaintiff's attorneys it is ordered by the court that said cause be docketed and the defendants ruled to plead within twenty days, or that their defaults be entered.

6

On this day, to wit, the 27th day of March, A. D. 1867, came said defendants, by W. T. Hopkins, esq., their attorney, and filed in said clerk's office their plea in said entitled cause; which said plea is in the words and figures following, to wit:

Plea.

United States circuit court, March term, 1867, northern district Illinois.

JOSHUA AND JEREMIAH COLLINS
ads.
LAURASON RIGGS.

And the said Joshua Collins and Jeremiah Collins, by W. T. Hopkins, their attorney, come and defend the wrong and injury, when, &c, and say that they are not guilty of the said supposed trespass and ejectment above laid to their charge or of any part thereof in manner and form as the said Laurason Riggs hath above complained against them; and of this they, the said defendants, put themselves upon the country, &c.

7

W. T. HOPKINS,
Att'y for Defendants.

(Endorsed:) Filed March 27th, '67. W'm H. Bradley, cl'k.

On this day, to wit, the twenty-fifth day of March, in the adjourned March term, A. D. 1868, of said court, in the record of the proceedings thereof in the above-entitled cause, is the following entry, to wit:

First trial & judg't.

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

This cause having this day been called for trial, now comes the plaintiff, by Thomas Dent, esq., his attorney, who moves the court that a jury be empanneled to try the issue joined upon the plea filed herein. It is thereupon considered by the court that a jury come to try said issue, and thereupon come a jury of good and lawful men, to wit: Jason McCord, Robert H. Lester, Charles Hazard, William F. Tucker, Eugene

Childs, H. B. Hart, E. M. Portch, Peter L. Yoe, Daniel Squires,
8 Ezra Stetson, William Brown, and Julius M. Warren, who were all duly elected, tried, and sworn well and truly to try said issue; and, after hearing the evidence, and receiving the instructions of the court, the jury returned into court the following verdict, to wit:

We, the jury, find the defendants guilty of unlawfully withholding from the possession of the plaintiff the real estate and premises described in the plaintiff's declaration as follows: A certain tract or parcel of land, with the appurtenances, situate in the county of Grundy, in the said State of Illinois, and described as follows, to wit, section twenty-six, (26,) in township thirty-four (34) north, in range seven (7) east. We also find the estate established in the plaintiff in the trial to be an estate in fee simple, and assess his damages to the sum of one cent. It is thereupon considered and adjudged by the court that the said plaintiff do have and recover of the said defendants possession of said real estate and premises above described, according to the force, form, and effect of his said recovery; and that he have a writ of possession therefor, and that he also have and recover of the defendants the said sum of one cent,
his damages, so as aforesaid assessed, together with his costs and
9 charges by him about his suit in this behalf expended, amounting to the sum of forty-three dollars and eighty cents; and that he have execution therefor.

On this day, to wit, the second day of May, in the adjourned March term, A. D. 1868, of said court, in the record of the proceedings thereof in the above-entitled cause is the following entry, to wit:

New trial awarded.

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

On motion of the defendants by their attorney, and as per stipulation filed, it is ordered by the court that the judgment entered herein on the twenty-fifth day of March last be set aside and vacated, the cause reinstated upon the docket, and a new trial of the same awarded under the statute.

On this day, to wit, the twenty-seventh day of October, in the adjourned October term, A. D. 1868, of said court, in the record of the proceedings thereof in the above-entitled cause is the following entry, to wit:

10 *2nd trial & judg't.*

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

This cause having this day been called for trial, now comes the plaintiff, by his attorney, who moves the court that a jury come to try the issue joined upon the plea filed herein.

It is thereupon considered by the court that a jury come to try the issue aforesaid, and thereupon come a jury of good and lawful men, to

wit: Perry Marshall, Henry Cherry, A. S. White, B. Bulkley, Henry H. Roberts, J. L. Kerlin, Ebenezer Barry, Charles Stiles, William Hester, James Hatch, Amon S. Gilbert, and Elhanan Fisher, who were all duly elected, tried, and sworn well and truly to try said issue; and, after hearing the evidence and receiving the instructions of the court, the jury returned into court the following verdict, to wit:

We, the jury, find the defendants guilty of unlawfully withholding from the possession of the plaintiff the real estate and premises described in the plaintiff's declaration as follows: A certain tract or parcel of land, with the appurtenance, situate in the county of Grundy, in the said State of Illinois, and described as follows, to wit: Sec-
11 tion twenty-six, (26,) in township thirty-four (34) north, in range (7) east. We also find the estate established in the plaintiff on the trial to be an estate in fee simple, and assess his damages to the sum of one cent.

It is thereupon considered and adjudged by the court that the said plaintiff do have and recover of the said defendants possession of the said real estate and premises above described, according to the force, form, and effect of his said recovery, and that he have a writ of possession therefor, and that he also have and recover of the defendants the said sum of one cent, his damages, so as aforesaid assessed, together with his costs and charges by him about his suit in this behalf expended, amounting to the sum of thirty-three dollars and sixty cents, and that he have execution therefor.

On this day, to wit, the ninth day of November, in the adjourned October term, A. D. 1868, of said court, in the record of the proceedings thereof in the above-entitled cause is the following entry, to wit:

2nd judg't set aside.

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

Now come the parties by their attorneys, and now comes on to
12 be heard the motion of the defendants based upon affidavit filed to set aside and vacate the judgment rendered herein on the twenty-seventh day of October last, and for a new trial of this cause; and, after hearing the arguments of counsel, the court sustains said motion upon the payment by the defendants of all the taxed costs herein.

On this day, to wit, the twelfth day of February, A. D. 1869, in the December term, A. D. 1868, of said court, in the record of the proceedings thereof in the above-entitled cause is the following entry, to wit:

3d trial.

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

Now come the parties by their attorneys, and, upon issue joined by agreement, they waive the intervention of a jury, and for trial put themselves upon the court; and, after hearing a part of the evidence, the

hour of adjournment having arrived, the further trial of the cause is postponed until to-morrow morning.

On this day, to wit, the thirteenth day of February, A. D. 1869, in the December term, A. D. 1868, of said court, in the record of
13 the proceedings thereof in the above-entitled cause is the following entry, to wit:

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

Now come again the parties, by their attorneys, and after hearing the concluding evidence and the arguments of counsel the court not being sufficiently advised in the premises, takes time to consider, with leave to the parties to furnish written briefs; and, after the concluding arguments herein, the defendants, by their attorneys, make a tender in court of thirty-three hundred dollars as redemption money.

On this day, to wit, the seventh day of April, in the adjourned March term, A. D. 1870, of said court, in the record of the proceedings thereof in the above-entitled cause is the following entry, to wit:

3d judg't.

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

This cause, having been heretofore submitted to the late district judge and taken under advisement, now come the parties by their at-
14 torneys, and by agreement this cause is submitted to the circuit judge for trial; and the court being now fully advised in the premises, finds the defendants guilty of unlawfully withholding from the possession of the plaintiff the real estate and premises described in the plaintiff's declaration as follows: A certain tract or parcel of land with the appurtenances situate in the county of Grundy, in the State of Illinois, and described as follows, to wit: Section twenty-six, (26,) in township thirty-four (34) north, in range seven (7) east. The court also finds the estate established in the plaintiff on the trial to be an estate in fee simple, and assesses his damages to the sum of one cent. It is therupon considered and adjudged by the court that the plaintiff do have and recover of the defendant possession of the said real estate and premises above described, according to the force, form, and effect of his said recovery, and that he have a writ of possession therefor, and that he also have and recover of the defendants the said sum of one cent, his damages so as aforesaid assessed, together with his costs and charges by him about his suit in this behalf expended, amounting to the
15 sum of one hundred twenty-two dollars and twenty cents, and that he have execution therefor.

On the hearing of said cause the following exceptions were taken, and were allowed by the court, and are in the words and figures following, to wit:

16 *Bill of exceptions.*

In the circuit court of the United States for the northern district of Illinois.

LAURASON RIGGS
vs.
JEREMIAH COLLINS AND JOSHUA COLLINS. } Bill of exceptions.

Be it remembered that on the trial of this cause both parties waived a jury and submitted the same for trial to the court, and it was admitted that both parties claimed title to the premises in controversy under J. B. F. Russell as their common source of title, said J. B. F. Russell having entered the land in controversy herein and obtained a patent therefor.

The plaintiff, to maintain the issue on his part, offered and read in evidence, first, a mortgage.

J. B. F. Russell to The United States. Dated Dec. 21st, 1837.
17 Acknowledged March 1st, 1838. Recorded Cook County, April 25th, 1838; La Salle County, May 11th, 1838; Will County, January 29th, 1867; which is as follows:

Russell to U. S.

This indenture, made at the city of Washington, in the District of Columbia, this twenty-first day of December, in the year of our Lord one thousand eight hundred and thirty-seven, between John B. F. Russell, of Chicago, State of Illinois, of the first part, and Henry D. Gilpin, Solicitor of the Treasury of the United States, in trust for the United of America, of the second part.

Whereas the said John B. F. Russell, in and by a certain obligation or writing obligatory, under his hand and seal, bearing even date herewith, stands bound unto the said United States of America, in the sum of one hundred and ten thousand five hundred and seven dollars and seventy-four cents, ($110,507 74,) for the payment of fifty-five thousand two hundred and fifty-three dollars and eighty-seven cents ($55,253 87) to be paid in three annual installments, namely, eleven thousand
18 and fifty dollars and seventy-seven cents ($11,050 77) to be paid on the twenty-first day of December, eighteen hundred and thirty-eight, and also twenty-two thousand one hundred and one dollars and fifty-five cents ($22,101 55) to be paid on the twenty-first day of December, eighteen hundred and thirty-nine, and also twenty-two thousand one hundred and one dollars, and fifty-five cents ($22,101 55) to be paid on the twenty-first day of December, eighteen hundred and forty, with lawful interest for the same, as in and by the said recited obligation and condition thereof, relation being thereunto had, more fully and at large appears.

Now this indenture witnesseth: That the party of the first part, for the better securing the payment of the sum of money mentioned in the said obligation expressed, with its interest, unto the said United States of America, in discharge of the said recited obligation—as of the further sum of one dollar to him in hand paid by the said Henry D. Gil-
19 pin, Solicitor of the Treasury, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these pres-

ents, doth grant, bargain, sell, release, and confirm, unto the said Henry D. Gilpin, Solicitor of the Treasury of the United States, and his successors, in trust for the United States of America:

All that parcel or lot of land situated in the town of Cottage Grove, Cook County, State of Illinois, as the same is delineated on a map or plat of said town on file in the recorder's office of said county, containing seventy-three (73) acres, laid out in lots, lying in the northeast quarter of section thirty-five, (35,) in township thirty-nine, (39,) and range fourteen (14) east of the 3rd principal meridian. Also, all those certain pieces or parcels of land situate, lying, and being in the county of La Salle, in the State of Illinois, to wit: The north half & southwest quarter of section four, (4,) township thirty-five, (35,) range nine (9) east of the 3d principal meridian, containing four hundred & eighty
20 (480) acres. Section eighteen, (18,) township thirty-five, (35,) range nine (9) east of the 3d principal meridian, containing five hundred & sixty-one $\frac{94}{100}$ acres, ($561\frac{94}{100}$;) the west half of section eight, (8,) township thirty-five, (35,) range nine (9) east of the 3d principal meridian, containing three hundred and twenty acres, (320;) & east half of section thirty-three, (33,) township thirty-five, (35,) range six (6) east of the 3d principal meridian, containing three hundred & twenty acres, (320;) and the east half of the northwest quarter of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the 3d principal meridian, containing eighty acres, (80;) and east half of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the 3d principal meridian, containing three hundred & twenty acres, (320;) and section twenty-six, (26,) township thirty-four, (34,) range seven (7) east of the 3d principal meridian, containing six hundred & forty acres, (640;) and west half of the southeast and east half of the northeast quarter of section thirteen, (13,) township thirty-three, (33,) range
21 eight (8) east of the 3d principal meridian, containing one hundred & sixty acres, (160;) and southeast quarter of section four, (4,) township thirty-three, (33,) range nine (9) east of the third principal meridian, containing one hundred & sixty acres, (160;) and west half of the southwest quarter of section twenty-eight, (28,) township thirty-six, (36,) range nine (9) east of the 3d principal meridian, containing eighty acres, (80;) and south half of section twenty-four, (24,) township thirty-three, (33,) range eight (8) east of the 3d principal meridian, containing three hundred & twenty acres, (320;) and northeast quarter of section twenty-three, (23,) township thirty-five, (35,) range eight (8) east of the 3rd principal meridian, containing one hundred & sixty acres, (160;) also a certain tract or parcel of land situate, lying, and being in the county of Cook, State of Illinois, being the north half of section eighteen, (18,) township thirty-seven, (37,) range thirteen (13) east of the 3d principal meridian, containing three hundred & five
22 $\frac{50}{100}$ acres, ($305\frac{50}{100}$.) Also that *that* certain pieces or parcels of land, situate, lying, and being in the county of La Salle, & State of Illinois, being part of the south half and the northwest quarter of section two, (2,) township thirty-three, (33,) range eight (8) east of the 3d principal meridian, containing sixty (60) acres, laid off in town lots, called "Kankakee." Also those certain lots, pieces, or parcels of land situate, lying, and being in the town of "Canal Porte," in county of Cook, State of Illinois, known and designated on the plat of said town, as on file at the recorder's office in said county, to wit; lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) in block twenty-four, (24;) lots one, (1,) two,

(2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two,
23 (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) in block eighty-four, (84;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six, (86;) lots one, (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29;) lots two, (2,) three, (3,) four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,) eleven, (11,) twelve, (12,) in block thirty-one, (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;)
24 lots two, (2,) three, (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;) lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, (8,) in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,) ten, (10,) in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,)
25 ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67.) Also that certain parcel or lot of land lying and being in the town of Ionia, in the county of Ionia, in the State of Michigan, as laid out by N. J. Brown, a map of which town is filed and recorded in the recorder's office in and for the county of Kalamazoo, in said State, viz: Lot one (1) in block twenty-two, (22;) lot twenty-seven (27) in block twenty-four, (24;) lot eight (8) in block five, (5;) lot twenty-eight (28) in

block six, (6;) lot fourteen (14) in block five, (5;) lot two (2) in block one hundred & nineteen, (119;) lot thirty-one (31) in block twenty-five, (25;) lot three (3) in block twenty-eight, (28;) lot four (4) in block twenty-eight, (28.) Also all those parcels and lots of land known and designated as follows, viz: Blocks numbered six, (6,) ten, (10,) thirty-six, (36,) forty, (40,) eight, (8,) thirty-eight, (38,) five, (5,) forty-two, (42,) seventeen, (17,) sixteen, (16,) thirty-two, (32,) sixty, (60,) twenty-seven, (27,) fifty-nine, (59,) fifteen, (15,) forty-seven, (47,) and lots three, (3,) four, (4,) five, (5,) six, (6,) in block sixty-eight; lot one (1)
26 in block sixty-three, (63;) lots four, (4,) five, (5,) in block sixty-four, (64;) all of which lots, blocks, and tracts of land are situate lying and being in King's addition to the town of "Centreville," in the county of St. Joseph's, in the State of Michigan, and is part of the southeast quarter of section twenty-five, (25,) township six (6) south, range eleven (11) west, and part of the section thirty, (30,) township six (6) south, range ten (10) west, in the western land district of said State, all of which will more fully appear by reference to the plat of said town now on file in the county of St. Joseph's. Also all those certain blocks and lots of land situate in the town of "Lyons," in the county of Milwaukee, and Territory of Wisconsin, and known and designated as follows, viz: Lot four (4) in block three, (3;) lot four (4) in block (5;) block six, (6;) block ten, (10;) lots two, (2,) three, (3,) in block twelve, (12;) lots five, (5,) six, (6,) in blocks twenty-eight, (28;) lots seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) in block thirty-two, (32;) lots two (2) in block forty-three, (43;) block fifty-two, (52;) lot five (5) in block fifty-six, (56;) lot four (4) in block sixty-one, (61;) of said town of Lyons, according to the map or plat of said town,
27 recorded in the proper office, reference whereunto is hereby made.

Also, all those certain lots, blocks, and parcels of land, situate in the Wisconsin Land Company's addition to Helena, in the Territory of Wisconsin, and known and designated as follows, viz:

Lots seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) in block six, (6;) block thirteen, (13;) lots seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) in block fifteen, (15;) lots eleven, (11,) twelve, (12,) in block thirty-seven, (37;) lots one (1,) two, (2,) in block thirty-eight, (38;) lot four (4,) in block thirty-nine, (39;) lots six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block fifty-three, (53;) lots one, (1,) two, (2,) in block fifty-six, (56;) lots six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block sixty-nine, (69;) block seventy-one, (71,) according to the map or plat of said town as recorded in the proper office, reference whereunto is hereby made, being laid out upon the east half of the northeast quarter of section twenty, (20,) township eight, (8,) range four (4) east, and upon the east half of the northeast quarter of section twenty-nine, (29,) in the same range and township aforesaid: Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereto be-
28 longing, or in anywise appertaining; and the reversions and remainders, rents, issues, and profits thereof. To have and to hold all the aforesaid messages, lands, and tenements, hereditaments, and premises hereby granted or mentioned or intended so to be, with the appurtenances, unto the said Henry D. Gilpin, Solicitor of the Treasury of the United States, and his successors, in trust for and to the only proper use and behoof of the aforesaid United States of America forever.

Provided always nevertheless, that if the said John B. F. Russell, his

heirs, executors, or administrators, shall and do well and truly pay or cause to be paid unto the said Henry D. Gilpin, Solicitor of the Treasury of the United States, or his successors, the aforesaid debt or sum of fifty-five thousand two hundred and fifty-three dollars and eighty-seven cents, ($55,253 87,) and every part thereof, on the days, and at the time hereinbefore mentioned and appointed for payment thereof, with lawful interest for the same, according to the condition of the said recited obligation, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything for or in respect of any taxes, charges, or assessments whatsoever; then
29 and from thenceforth as well this present indenture, and the real estate hereby granted, as the said recited obligation shall cease, determine, and become absolutely null and void, to all intents and purposes, anything herein before contained to the contrary in any wise notwithstanding. And the party of the first part for himself, his heirs, executors, and administrators, hereby covenants and agrees with the party of the second part and his successors, that if default shall be made in the payment of the said sum of money and the interest that may become due thereon, or any part thereof, that then and from thenceforth, it shall be lawful for the party of the second part and his successors to enter upon and take possession of the said premises, and to sell the same at public auction, and convey the same to the purchaser or purchasers in fee simple, and agreeably to law, and out of the monies arising from such sale or sales to retain the principle and interest which shall then be due on the said recited obligation, and all costs and charges; rendering the overplus, if any, to the party of the first part, his heirs, executors, administrators and assigns.

30 In testimony whereof the party of the first part has hereunto set his hand and seal this day and year first above written.

J. B. F. RUSSELL. [SEAL.]

Signed, sealed, and delivered in the presence of us—
JOS. H. WARING.
NICH. F. HENPUR.

DISTRICT OF COLUMBIA,
Washington County, to wit:

This day, John B. F. Russell, the grantor within named, personally came before me the undersigned, clerk of the circuit court of the District of Columbia, for the county of Washington aforesaid, and acknowledged this indenture mortgage from him to Henry D. Gilpin, Solicitor of the Treasury of the United States, the grantee within named, in trust for the United States of America, to be his act and deed for the purposes therein mentioned.

{SEAL OF THE CIRCUIT COURT, DISTRICT OF COLUMBIA, WASHINGTON COUNTY.} In testimony whereof I have hereto set my hand and the seal of said court, at the city of Washington, on the first day of March, A. D. one thousand eight hundred and thirty-eight.

W'M BRENT, *Clk.*

31 TERRITORY OF WISCONSIN,
Iowa County, ss:

I hereby certify that the within mortgage was duly rec'd & recorded, on the 8th day of April, A. D. 1839, at 10 o'clock, a. m., in deed book

H, pages 145, 146, 147, 148, & 149, in the recorder's office, in & for said county.

For Henry Messersmith, register.

S. TAYLOR, *Clk.*

STATE OF ILLINOIS,
County of Cook, ss:

This certifies that the within instrument was left for record on the 25th day of April, A. D. 1838, and was recorded in book P, of mortgages, page 365.

RICH'D J. HAMILTON,
Recorder.

32 RECORDER'S OFFICE,
Ottawa, La Salle County, May 26th, 1838.

This is to certify that the foregoing mortgage was left for record on the 11th day of May, 1838, and recorded on the 22d day of May, 1838, in book No. 1, of deeds, page 57.

ANTHONY PITZER,
Recorder.

No. 55621.

STATE OF ILLINOIS,
Will County, ss:

I certify that this instrument was filed for record, this 29th day of January, A. D. 1867, & duly recorded in book 98, on p. 297.

B. F. RUSSELL,
Recorder.

33 Transcript of proceedings in equity in the circuit court of the United States for the district of Illinois, in a cause instituted in said court on the first day of September, 1840, wherein the United States of America was complainant, and John B. F. Russell and others were defendants, for the foreclosure of the aforesaid mortgage, given by J. B. F. Russell to the United States, which transcript of record and proceedings, is in the words and figures, following:

34 *Transcript.*

UNITED STATES OF AMERICA,
District of Illinois:

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURdon S. Hubbard, Josiah S. Breese, Henry L. Fuller, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton.

Decree in chancery in the circuit court of the United States of America for the district of Illinois, held at the city of Springfield, in the district aforesaid, before the Hon. John McLean, one of the justices of the Supreme Court of the United States, presiding, and the Hon. Nathaniel Pope, judge of the district court of the United States for the district of Illinois, associate judge of said circuit court, on Tuesday, the twenty-second day of June, in the year of our Lord, one thousand eight hundred and forty-one, and of our independence the year

DISTRICT OF ILLINOIS, *sct:*

35 The United States of America, complainants, put in their place F. Foreman, their solicitor, against said defendant, in a bill in chancery.

This day, to wit, the first day of September, in the year of our Lord one thousand eight hundred and forty, came the said complainants, by F. Foreman, their solicitor, and filed their bill against said defendants, as follows, viz:

United States of America, circuit court of the United States for the district of Illinois.

To the hon. judges of said circuit court, in chancery sitting:

Humbly complaining showeth unto your honors, your orators, the United States of America, that on or about the twenty-first day of December, in the year of our Lord one thousand eight hundred and thirty-seven, John B. F. Russell, who is a citizen and resident of the State of Illinois, being indebted to your orators in a large sum of money, to wit, the sum of fifty-five thousand two hundred and fifty-three dollars, and eighty-seven cents; and being seized, or pretending to be seized, in fee, amongst others, of all the following-described pieces or parcels of
36 land situated in the town of "Cottage Grove," in the county of Cook, and State of Illinois, as the same is delineated on a map or plat of said town on file in the recorder's office of said county, containing seventy-three acres, laid out in lots, lying on the northeast quarter of section thirty-five, in township thirty nine, and range fourteen east of the third principal meridian; also all those certain pieces or parcels of land situate, lying, and being in the county of La Salle, in the State of Illinois, to wit, the north half and southwest quarter of section four, township thirty-five, range nine east of the third principal meridian, containing four hundred and eighty acres; section eighteen, township thirty-five, range nine east of the third principal meridian, containing four hundred and eighty acres; section eighteen, township thirty-five, range nine east of the principal meridian, containing five hundred and sixty-one $\frac{94}{100}$ acres, the west half of section eight, township thirty-five, range nine east of the third principal meridian, containing
37 three hundred and twenty acres; and the east half of section thirty-three, township thirty-five, range six east of the third principal meridian, containing three hundred and twenty acres; and the east half of the northwest quarter of section twenty-eight, township thirty-five, range six east of third principal meridian, containing eighty acres; and the east half of section twenty-eight, township thirty-five, range six east of the third principal meridian, containing three hundred and twenty acres; and section twenty-six, township thirty-four, range seven east of the third principal meridian, containing six hundred and forty acres; and the west half of the southeast, and the east half of the northeast quarter of section thirteen, township thirty-three, range eight east of the 3rd principal meridian, containing one hundred and sixty acres; and the southeast quarter of section four, township thirty-three, range nine east of the third principal meridian,
38 containing one hundred and sixty acres; and the west half of the southwest quarter of section twenty-eight, township thirty-six, range nine east of third principal meridian, containing eighty acres; and the south half of section twenty-four, township thirty-three, range eight east of the third principal meridian, containing three hundred and twenty acres; and the northeast quarter of section twenty-

three, township thirty-five, range eight east of the third principal meridian, containing one hundred and sixty acres; also a certain tract or parcel of land situate, lying, and being in the county of Cook, in the State of Illinois, being the north half of section eighteen, township thirty-seven, range thirteen east of the third principal meridian, containing three hundred and five $\frac{50}{100}$ acres; also that certain piece or parcel of land, situate, lying, and being in the county of La Salle, and State of Illinois, being part of the south half of the northwest quarter of section two, township thirty-three, range eight east of the third principal meridian, containing sixty acres, laid off in town lots called "Kankakee."

Also, those certain lots, pieces, or parcels of land situate, lying, and being in the town of "Canal Port," in the county of Cook, and State of Illinois, known and designated on the plat of said town as on file in the recorder's office in said county, to wit: Lots five, six, seven, eight, nine, ten, eleven, and twelve, in block eighteen; lots five, six, seven, eight, nine, ten, eleven, and twelve, in block twenty-four; lots one, two, three, four, fourteen, fifteen, sixteen, in block twenty-six; lots one, three, and thirteen, in block twenty-eight; lots eight, six, four, two, in block sixty-eight; lots one, two, three, four, thirteen, fourteen, fifteen, sixteen, in block seventy; lots one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, in block seventy-two; lots one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, in block seventy-seven; lots five, six, seven, eight, nine, ten, in block eighty; lots one, two, three, four, thirteen, fourteen, fifteen, sixteen, in block eighty-two; lots five, six, seven, eight, nine, ten, eleven, in block eighty-four; lots one, two, three, four, thirteen, fourteen, fifteen, sixteen, in block eighty-six; lots one, five, fifteen, sixteen, in block twenty-nine; lots two, three, four, in block eighty-eight; lots six, seven, fifteen, sixteen, in block thirty; lots four, six, eleven, twelve, in block thirty-one; lots three, seven, in block thirty-two; lots five, eight, ten, in block thirty-three; lots three, four, eleven, sixteen, in block thirty-four ('4;) lots five, six, ten, eleven, in block thirty-five; lots two, four, five, twelve, in block thirty-six; lots one, eleven, twelve, fifteen, in block thirty-seven; lots two, three, four, fourteen, in block thirty-eight; lots one, seven, fourteen, fifteen, in block thirty-nine; lots two, six, seven, eleven, in block forty; lots eight, ten, eleven, twelve, in block forty one; lots two, five, eight, twelve, in block forty-two; lots three, five, seven, nine, in block forty-three; lots seven, twelve, thirteen, sixteen, in block forty-four; lots three, four, fifteen, seventeen, in block forty-six; lots two, six, eleven, thirteen, in block forty-seven; lots two, three, ten, eleven, in block forty-eight; lots one, twelve, fourteen, in block fifty; lots six, eight, in block fifty-one; lots seven, eight, in block fifty-two; lots one, four, in block fifty-three; lots five, seven, in block fifty-four; lots one, three, in block fifty-five; lots four, seven, in block fifty-six; lots one, four, in block fifty eight; lots four, six, eight, in block fifty-nine; lots five, seven, eight, ten, in block sixty; lots three, four, thirteen, fourteen, in block sixty-one; lots one, two, four, in block sixty-two; lots four, seven, nine, ten, in block sixty-three; lots one, two, fifteen, sixteen, in block sixty-four; lots six, thirteen, fourteen, fifteen, in block sixty-five; lots four, thirteen, fifteen, sixteen, in block sixty-six; lots five, seven, eleven, twelve, in block sixty-seven. The said John B. F. Russell delivered to Henry D. Gilpin, Solicitor of the Treasury of the United States, in trust for your orators, his certain bond or writing obligatory, under his hand and seal, duly made and

executed, in the penal sum of one hundred and ten thousand five hundred and seven dollars and seventy-four cents, with a condition thereunder written, to pay to said Gilpin, Solicitor, as aforesaid, in trust and for the use of your orators, the said sum of fifty-five thousand two hundred and fifty dollars and fifty-eight cents, in three annual installments, namely eleven thousand and fifty dollars and seventy-seven cents, to be paid on the twenty-first of December, in the year one thousand eight hundred and thirty-eight; and also twenty-two thousand one hundred and one dollars and fifty-five cents, to be paid on the twenty-first day of December, in the year one thousand eight hundred and thirty-nine; and also twenty-two thousand one hundred and one dollars and fifty-four cents, to be paid on the twenty-first day of December, in the year of our Lord one thousand eight hundred and forty, with interest
43 thereon, as in and by the said bond or obligation now in the possession of your orators, and ready to be produced as this honorable court shall direct, and to which, when produced, your orators for greater certainty, pray leave to refer this honorable court, will more fully and at large appear.

And your orators further shows unto your honors that the said John B. F. Russell, in order to secure the payment of the said principal sum of money, with the lawful interest thereon, in manner aforesaid, and also of the further sum of one dollar to him in hand paid by your orators at and before the ensealing and delivery, in and by a certain indenture of mortgage bearing date the same day and year last aforesaid, did grant, bargain, sell, release, and confirm unto said Henry D. Gilpin, Solicitor as aforesaid, and his successors forever in trust for the United States of America, your orators, all those lots, tracts, pieces, and parcels of land hereinbefore described, together with all and sing-
44 ular, the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances thereto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold all the aforesaid messuages, lands, and tenements, hereditaments, and premises above mentioned, granted or intended to be granted in said mortgage indenture unto the said Henry D. Gilpin, Solicitor of the Treasury of the United States, and his successors, in trust for and to the only proper use and behoof of the aforesaid United States of America, your orators, forever. Provided always, and the indenture of mortgage, and the estate and interest thereby created were upon this condition: Nevertheless, that if the said John B. F. Russell, his heirs, executors, or administrators, shall and do well and truly pay or cause to be paid unto the said Henry D. Gilpin, Solicitor for the Treasury of the United States as aforesaid, or to his successors, the
45 aforesaid debt or sum of fifty-five thousand two hundred and fifty-three dollars and eighty-seven cents, and every part thereof, on the days and at the time hereinbefore mentioned and appointed for payment thereof, with lawful interest on the same, according to the condition of the said recited obligation, without any fraud or further delay, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges, or assessments whatsoever, then and from thenceforth as well the present indenture and the real estate hereby granted, as the said recited obligation, shall cease, determine, and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary in any wise notwithstanding. And the said Russell, in and by the said indenture of mortgage, did, for himself, his heirs, executors, and administrators, covenant

and agree to and with your orator, and his successors, that if
46 default should be made in the payments of the said sum of money last above mentioned, and the interest that might have become due thereon, or any part thereof, that then and from thenceforth it should be lawful for said Solicitor and his successors to enter upon and take possession of the said premises, and to sell the same at public auction, and to convey the same to the purchaser or purchasers in fee simple, and agreeably to law, and out of the moneys arising from such sales to retain the principal and interest which shall then be due on the said recited obligation, and all costs and charges, rendering the overplus (if any) to the said Russell, his heirs, executors, and administrators and assigns.

And your orator further shows unto your honors that on the first day of March, in the year one thousand eight hundred and thirty-eight, the execution of said indenture of mortgage was acknowledged in due form of law before W'm Brent, clerk of the circuit court of the District
47 of Columbia, for the county of Washington, by the said John B. F. Russell and the said Henry D. Gilpin, Solicitor as aforesaid, as in and by a certificate of the acknowledgment thereof, endorsed on the said indenture of mortgage, and signed by the said W'm Brent, and sealed with the seal of said court as aforesaid, and to which your orator, for greater certainty, prays leave to refer, may more fully and at large appear.

And your orator further shows unto your honors that, on the twenty-fifth day of April, in the year of our Lord one thousand eight hundred and thirty-eight, the said indenture of mortgage was in due form of law recorded in the recorder's office in and for the county of Cook, State of Illinois, in book P of mortgages, page 365, by Richard J. Hamilton, recorder of said county, as by the record of the said indenture of mortgage now remaining in the office of the said recorder, and the certificate of record endorsed on said indenture of mortgage,
48 and signed by the said Richard J. Hamilton, recorder as aforesaid, sufficiently appears, and to which said record, and the certificate thereof as aforesaid endorsed on the said indenture of mortgage, for the greater certainty, pray leave to refer this honorable court, if it be necessary.

And your orator further shows unto your honors that, on the eleventh day of May, eighteen hundred and thirty-eight, said mortgage was left for record, and on the twenty-second day of May, in the year of our Lord one thousand eight hundred and thirty-eight, the said indenture of mortgage was in due form of law recorded in the office of the recorder of the county of La Salle, State of Illinois, in book No. one, at page 57, by Anthony Pitzer, recorder of said county, as aforesaid, as by the record of said indenture of mortgage now remaining in the office of the said recorder, and the certificate thereof endorsed on said indenture of mortgage, and signed by the said Anthony Pitzer,
49 recorder as aforesaid, sufficiently appears, and to which said record, and the certificate thereof endorsed on said indenture of mortgage, your orator, for greater certainty, prays leave to refer, if it be necessary so to do.

And your orators further show unto your honors that all the first two installments mentioned in said bond or obligation, together with all the interest due thereon, still remain due and owing, no part thereof having been paid or satisfied unto your orators, so that your orators are greatly delayed and disappointed in the receipt of said money, by means of which said several premises, the said indenture of mortgage,

and the estate thereby mortgaged to said Henry D. Gilpin, Solicitor as aforesaid in trust for your orators, became absolute.

And your orators further show unto your honors that the said Russell has at all times possessed and enjoyed, and that he still does possess and enjoy, the said mortgaged premises, with the appur-
50 tenances, and that he has always received, and still does receive, the rents, issues, and profits thereof.

And your orators further show unto your honors, and expressly charge*s* that the said mortgaged premises are a slender and scanty security for the payment of the princip*le* and interest money so due as aforesaid to your orators; and that your orators, or some other person for them, have frequently and in a friendly manner, applied to the said John B. F. Russell, and requested him to pay and discharge the said princip*le* and interest, as aforesaid, due to your orators on the said bond or obligation and indenture of mortgage. And your orators well hoped that the said John B. F. Russell would have complied with such reasonable request of your orators, and would have paid to your orators such princip*le* and interest money so as aforesaid due to your orators on such bond and obligation, in manner aforesaid, as in equity and good conscience he ought to have done.

But now so it is, may it please your honors, that the said
51 John B. F. Russell, combining and confederating to and with divers others, persons at present unknown to your orators, but whose names, when discovered, your orators pray may be inserted herein, and that they may be made parties hereto, with proper and apt words to charge them how to injure and aggrieve your orators in the premises, and to defraud them of the said interest and princip*le* moneys so as aforesaid due to your orators on the said bond or obligation and indenture of mortgage hereinbefore mentioned, sometimes give out and pretend that, although your orators' estate in the premises may have become absolute in law, yet that your orators cannot dispose of the said premises to any purchaser in any manner, and that the same will be subject to an equity of redemption. And at other times the said John B. F. Russell gives out and pretends that the said two installments of said princip*le* sum of money so due your orators as aforesaid,
52 and all the interest thereof, have been paid off and discharged, and thereby that the said bond or obligation, and the said indenture of mortgage have become void, and that your orators' estate, and title, and interest in the premises have become totally extinguished.

And your orators further show unto your honors that Francis Peyton, Gurden S. Hubbard, Josiah S. Breese, Henry L. Fuller, Augustus Garrett, Frederick J. Fraylor, Ashbell Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands, have, or pretend to have, some interest or claim upon the above-described premises as judgment creditors, or otherwise.

In tender consideration whereof, and forasmuch as your orators have not a complete and safe remedy in the premises at and by the strict rules of the common law, nor can foreclose the equity of redemption of the said mortgage premises, nor safely sell the same for the payment and satisfaction of the said principal and *and* interest money so
53 as aforesaid due to your orators on the said bond or obligation and indenture of mortgage, in manner aforesaid. To the end, therefore, that the said John B. F. Russell, Francis Peyton, Gurden S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Freder-

ick J. Flaylor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands, (and their confederates, when discovered,) may, upon their several and respective corporal oaths, true, full, and perfect answers make to all and singular the said premises, as fully and particularly as if the same were here again repeated, and they thereto particularly interrogated, according to the best of their respective knowledge, information, remembrance or belief, and that the said John B. F. Russell may be decreed to pay to your orators the said first two installments of principle and interest money hereinbefore expressed, and so due on the said bond or obligation and indenture of mortgage hereinbefore men-
54 tioned and set forth as aforesaid, and all the interest money now due and to grow due thereon, together with all your orators' costs and charges in this behalf sustained, by a short day to be appointed by this honorable court, and in default thereof that the said John B. F. Russell, and all claiming or to claim under them, may be foreclosed of and from all equity of redemption and claim of, in, and to, the said mortgaged premises, and every part and parcel thereof, with the appurtenances, and may deliver unto your orators all deeds, demises, and writings whatsoever relating to or concerning the same; and that all and singular the said mortgaged premises, with the appurtenances, may, by the order and decree of the honorable court, be sold, and out of the moneys arising from the sale thereof your orator may be paid the full amount of the said first two installments hereinbefore mentioned and expressed, and so due to your orators as aforesaid on the said bond or obligation and indenture of mortgage, in manner aforesaid, and
55 all the interest money due, and to grow due, thereon, together with all your orators' costs and charges in this behalf sustained; and that your orators may have such other and further relief in the premises as to your honors may seem proper, and shall be agreeable to equity and good conscience.

May it please your honors, the premises considered, to grant unto your orators a writ of subpœna, to be directed to the said John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick J. Flaylor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands, issuing out of and under the seal of this honorable court, therein and thereby commanding them, on a certain day, and under a certain penalty therein expressed, to be and appear before your honors in this honorable court, then and there to answer all and singular the said premises, and to stand
56 to and abide by such order and decree therein as to your honors shall seem meet, and shall be agreeable to equity and good conscience.

And your orators will ever pray, &c.

F. FORMAN, *Solicitor.*

And thereupon the following subpœna issued, viz:

UNITED STATES OF AMERICA,
District of Illinois, set:

The United States of America to the marshall of the district of Illinois, greeting:

We command you that you summon John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Au-

gustus Garrett, Frederick J. Flaylor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commission of school lands, if they be found in your district, to be and appear before our judges of our circuit court of the United
57 States for the district of Illinois, at the next term thereof, to be holden at Springfield, in the district aforesaid, on the first Monday of December next, to answer unto the United States of America in a bill in chancery, filed in said court; and have you then there this writ.

Witness the Hon. Roger B. Taney, Chief Justice of the Supreme Court of the United States of America, at Springfield aforesaid, this first day of September, in the year of our Lord one thousand eight hundred and forty and of our independence the year.

[SEAL.] JAMES F. OWINGS, *Clerk.*

Which said subpœna went into the hands of the marshall to be executed, and was returned by him into the said clerk's office, executed upon all of the defendants by delivering to each of them true copies thereof.

58 This day, to wit, the seventeenth day of December, of the term of December, in the year last aforesaid, on motion of complainants by their solicitors, this cause is ordered to be continued.

This day, to wit, the fourteenth day of June, in the year of our Lord one thousand eight hundred and forty-one, came the said complainants, by their solicitor, and the said defendants having been duly served with process, and having failed to appear as by the written writ they were commanded, and having failed to answer the complainants' bill of complain herein filed, although more than three calendar months have elapsed and passed by since the return of the writ aforesaid, upon them executed, it is therefore considered that the default of the said defendants be entered herein for want of answers, and that the bill herein be taken against them as confessed.

This day, to wit, the twenty-second day of June, in the year last aforesaid, came the complainants by their solicitor, and it appear-
59 ing to the court that the default of the defendants herein has been entered of a former day of this term.

It is, therefore, further adjudged and decreed, that the bond and mortgage set forth in the complainants' bill of complaint be, and the same hereby is, referred to a master in chancery of this court to compute the amount due the complainants therein, and report the same to this court.

Whereupon the reference is made as by order.

And thereupon come the complainants, by Justin Butterfield, their solicitor, and file the report of Schuyler Strong, one of the masters in chancery of this court, to whom it had been referred to compute the amount due the complainants on the bond and indenture of mortgage, set forth in the complainants' bill of complaint, by which said report it appears that there is due to the said complainant on the said bond and indenture of mortgage, the sum of sixty-six thousand eight hundred and fifty-seven dollars and eighteen cents ($66,857 18.)

And, on motion of the complainant, it is ordered, adjudged
60 and decreed, that the said defendant, John B. F. Russell, pay to the said complainants the said sum of sixty-six thousand eight hundred and fifty-seven dollars and eighteen cents, ($66,857 18,) within

twenty days from the date of this order, together with interest thereon at the rate of twelve per cent. per annum.

And it is further ordered, adjudged, and decreed, that in case of default of such payment, or any part thereof, the said John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaylor, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands for Cook County, and each of them and every of them, all *all* persons claiming or to claim under them or either of them be, and the same are hereby forever foreclosed and debarred of and from all equity of redemption, right, claim, or possession whatever, of, in, and to the said mortgaged premises.

And it is further ordered, adjudged, and decreed, that in case
61 of default of such payment, or any part thereof, that all and singular the said mortgaged premises mentioned and described in said bill of complaint, be sold to the highest bidder, by and under the direction of one of the masters of this court, he being authorized and empowered to make such sale, the said master giving sixty days' notice of such sale, by posting up three written notices of sale in the several counties where said premises are situated, which said premises are described as follows:

All that parcel or lot of land situated in the town of Cottage Grove, Cook County, State of Illinois, as the same is delineated on a map or plat of said town, on file in the recorder's office of said county, containing seventy-three (73) acres, laid out in lots, lying in the northeast quarter of section thirty-five, (35,) in township thirty-nine, (39,) and range fourteen (14) east of the 3d principal meridian. Also all those certain pieces or parcels of land situate, lying, and being in the county of La Salle, in the State of Illinois, to wit, the north half and
62 southwest quarter of section four, (4,) township thirty-five, (35,) range nine (9) east of the 3d principal meridian, containing four hundred and eighty acres, (480 acres;) also section eighteen, (18,) township thirty-five, (35,) range nine (9) east of the third principal meridian, containing five hundred and sixty-one $\frac{94}{100}$ acres, (561.94;) the west half of section eight, (8,) township thirty-five, (35,) range nine (9) east of the 3rd principal meridian, containing three hundred and twenty (320) acres; and east half of section thirty-three, (33,) township thirty-five, (35,) range six (6) east of the 3rd principal meridian, containing three hundred and twenty acres, (320;) and the east half of the northwest quarter of section twenty eight, (28,) township thirty-five, (35,) range six (6) east of the 3rd principal meridian, containing eighty acres (80;) and east half of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the third principal meridian, containing *containing* three hundred and twenty acres, (320;) and section twenty-six, (26,) township thirty-four, (34,) range seven (7) east of the third principal
63 meridian, containing six hundred and forty acres (640;) and the west half of the southeast, and the east half of the northeast quarter of section thirteen, (13,) township thirty-three, (33,) range eight (8) east of the 3rd principal meridian, containing one hundred and sixty (160) acres; and the southeast quarter of section four, (4,) township thirty-three, (33,) range nine (9) east of the third principal meridian, containing one hundred and sixty acres, (160;) and the west half of the southwest quarter of section twenty-eight, (28,) township thirty-six, (36,) range nine (9) east of the third principal meridian—[marginal reference, page 23, the following words appear in the decree as entered upon the court journal, but are omitted in the judgment record,

to wit: "Containing eighty acres, (80,) and the south half of section twenty-four, (24,) township thirty-three, (33,) range eight (8) east of the 3rd principal meridian," W. H. B., clerk]—containing three hundred and twenty, (320,) acres; and the northeast quarter of section
64 twenty-three, (23,) township thirty-five, (35,) range eight (8) east of the third principal meridian, containing one hundred and sixty acres, (160.) Also, a certain tract or parcel of land, situate, lying, and being in the county of Cook, in the State of Illinois, being the north half of section eighteen, (18,) township thirty-seven, (37,) range (13) east of the third principal meridian, containing three hundred and five $\frac{50}{100}$ acres, (305$\frac{50}{100}$.) Also, that certain piece or parcel of land situate, lying, and being in the county of La Salle, and State of Illinois, being part of the south half and the northwest quarter of section two, township thirty-three, (33,) range eight (8) east of the third principal meridian, containing sixty acres, (60,) laid off in town lots, called "Kankakee." Also, those certain lots, pieces, or parcels of lands situate, lying, and being in the town of "Canal Port," in the county of Cook, and State of Illinois, known and designated on the plat of said town as on file in the recorder's office in said county, to wit: lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) and twelve
65 (12,) in—[marginal reference on page 24, the following words appear in the decree as entered upon the court journal, but are omitted in the judgment record, to wit: "Block eighteen, (18,) lots five, (5,) six (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) *in.*" W'm H. B., clerk,]—block twenty-four, (24,) lots one, (1,) two, (2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) and thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10), eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,)
66 sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten. (10,) eleven, (11,) in block eighty-four, (84;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six; lots one, (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29,) lots two, (2,) three, (3,) four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,) eleven, (11,) twelve, in block thirty-one, (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, (16,) in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven. (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three, (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;)
67 lots eight, (8,) ten, (10,) eleven, (11,) twelve, in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block

forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;) lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, (8,) in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,) ten, (10,) in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-
68 one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67,) together with all and singular, the buildings and improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereto belonging or in any wise appertaining, and the reversion and remainder, rents, issues, and profits thereof.

And that the said master execute and deliver to the purchaser or purchasers thereof a deed or deeds of the said premises, and that he put the purchaser or purchasers thereof in possession of the same.

And it is further ordered, adjudged, and decreed that out of the moneys arising from the sale of said premises above described the
69 said master pay the costs of this suit, and that he pay over to the said complainants the said sum of sixty-six thousand eight hundred and forty-seven dollars and eighteen cents, ($66,857 18,) and interest thereon from the day of the date of such sale, at the rate of twelve per cent. per annum, and that he bring the balance of the purchase money, if any, into court, and that he report his proceedings herein at the next term of this court.

This day, to wit, the sixth day of June, in the year of our Lord one thousand eight hundred and forty-two, come the said complainants, by Justin Butterfield, their attorney, and, on his motion, it is ordered and adjudged by the court that the decree heretofore entered in this cause at the June term, one thousand eight hundred and forty-one, be made final and absolute.

This day, to wit, the nineteenth day of June, in the year of our Lord one thousand eight hundred and forty-three, come the said complainants, by J. Butterfield, their solicitor, and file the report of sale
70 of George A. O. Beaumont, a master appointed in this cause, viz:

In pursuance of a decretal order of the circuit court of the United States for the district of Illinois, made in the above cause by said court at the June term thereof, A. D. 1841, by which it was, among other things, ordered, adjudged, and decreed that all and singular the mortgaged premises set forth and described in the bill of complaint be sold to the highest bidder by and under the direction of a master of said court, he being empowered to make such sale, the said master giving sixty days notice of sale in the several counties where said premises are

situated: Together with all and singular the buildings, improvements, ways, woods, water-courses. rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues, and profits thereof. And that the said master execute and deliver to the purchaser or purchasers thereof a deed or deeds of the said premises, and that he
71 put the purchaser or purchasers thereof in the possession of the same.

And it was further ordered, adjudged, and decreed, that out of the moneys arising from the sale of said premises the said master pay the costs of said suit, and that he pay over to said complainant the sum of sixty-six thousand eight hundred and fifty-seven dollars and eighteen cents, and the interest thereon from the date of said decree to the day of such sale, at the rate of twelve per centum per annum, and that he bring the balance of the purchase money, if any, into court, and that report his proceedings therein at the next term of said court.

By virtue of said decree, therefore, I, Geo. A. O. Beaumont, a master in chancery of said court, do respectfully report that I advertised the said premises by putting up three notices of the time and place of said sale in each of the counties where said lands were situate, and the advertizements contained a brief description of the premises to be sold, setting fourth that the sale would take place at the city hall, in
72 the city of Chicago, in said district, on the 20th day of April, A. D. 1843, (the copy of said decree not having come to me in time to make the sale, and report thereon at the term of court in said decree directed,) a copy of which advertisement is filed herewith.

And I do further report that I did not advertize the property mentioned in said bill and decree, other than that mentioned in said advertizement, by direction of the complainants' attorney and solicitor, the said mortgagor being found to have no good title *and* the remainder of said lands. And further, that I caused the said lands to be advertized in the Chicago Express, a public newspaper published in said district, more than sixty days before the said day of sale, according to the rules of said court.

And I do further certify that I did, on the said 20th day of April, at the place appointed, offer for sale a part of the said described premises set forth below, for which the United States of America, by Justin Butterfield, esq., att'y and sol. for the United States, bid as follows, the same being appraised as aforesaid.

73 For the north half and the southwest quarter of section four, township thirty-five, range nine east of the third P. M., (N. ½ & S. W. ¼, sec. 4, T. 35 N., R. 9 P. M.,) containing four hundred and eighty (480) acres, in Will C'y, Ills., the sum of five hundred and fifty dollars, ($550.)

For section eighteen, township thirty-five N., R. nine east third P. M., (sec. 18, T. 35 N., R 9 east 3d P. M.,) cont'g 561.97 acres, the sum of five hundred and sixty-two dollars, ($562.)

For the west half of sec. eight, in the same township and range, (W. ½ sec. 8, T. 35 N., R. 9 E. 3d P. M.,) cont'g 320 acres, the sum of three hundred and twenty-one dollars ($321.)

All of which lands are in Will County, Ill's.

For section twenty-six, township thirty-four N., R. seven east the third P. M., (sec. 26, T. 34 N., R. 7 E. 3d P. M.,) cont'g 640 acres, the sum of six hundred and forty-one dollars ($641.) In Grundy C'y, Ill's.

For the west half of the southeast quarter, and the east half of the northeast quarter of section thirteen, township thirty-three N., R. 8

east of the third P. M., (W. ½ S. E. ¼, & E. ½ of N. E. ¼, sec. 13, T. 33 N., R. 8 E. 3d P. M.,) cont'g in all 160 acres, eighty dollars. Same county.

74 For the south half of section twenty-four, same township and range as the last, (S. ½ sec. 27, T. 33 N., R. 8 E. 3d P. M.,) cont'g 320 acres, same c'y, one hundred & sixty dollars, ($160.)

For the east half of the northwest quarter of sec. twenty-eight, township thirty-five N., R. six east of the 3d P. M., (east ½ N. W. sec. 28, T. 35 N., R. 6 E. 3d P. M.,) cont'g eighty acres, sixty dollars; the same being in Kendall C'y, Ill's.

For the northeast quarter of section twenty-three, township thirty-five north, range eight east, &c., 3d P. M., (N. E. ¼ sec. 23, T. 35 N., R. 8 E. 3d P. M.,) cont'g 160, in same county, one hundred and sixty dollars, ($160.)

For the west half of the southwest quarter of section twenty-eight, township thirty six N., R. 9 east, (W. ½ S. W. ¼ sec. 28, T. 36 N., R. 9 E. 3d P. M.,) cont'g 80 acres, in Will County, the sum of eighty-one dollars, ($81.)

For the north half of section eighteen, township thirty-seven N., R. thirteen east of the third P. M., (N. ½ S. 18, T. 37 N., R. 13 E. 3d P. M.,) cont'g 305.50 acres, in Cook County, Ill's, one hundred and fifty-two $\frac{75}{100}$ dollars. ($152 75.)

For a part of the south half and northwest quarter of section two, township thirty-three N., R. 8 E. of the 3d P. M., (p't of S. ½

75 and N. W. ½ S. 2, T. 33 N., R. 8 E. 3d P. M.,) cont'g 60 acres, in Grundy C'y, Ill's, sixty dollars, ($60.)

The whole of said sale amounting to two thousand nine hundred and twenty-seven dollars and seventy-five cents, and all of said lands being bid in by the United States of America, by their said solicitor, at two-thirds or more of its appraised value, except the two parcels last mentioned, which, by the direction of the said complainant's solicitor, was not appraised, and the remainder of the premises, by his direction, were not sold, there being no good title in said mortgagor.

And I do further certify that the above were the highest and best bids offered for said property, and that I have executed to the said complainant a deed of conveyance, for said lands which are unoccupied, agreeably to the said order of said decree, and have handed to the said solicitor a bill of my costs, which appears herewith.

GEO. A. O. BEAUMONT, *Com'r, &c.*

U. S. circ't c't, dist. of Ill's., in chancery.

U. S. OF AMERICA
vs.
J. B. F. RUSSELL ET AL.

76 *Master's fees.*

To p'rcent'g on sale on $200, at 5 p'r c't	$10 00
" " " " " " $2,727 75 at 2½ p'r c't	68 09
" 320 miles travel to appraise, at 6¼ p'r mile	20 00
" p'd appraisers, (9 of them,) at $1 each	9 00
" " advertising in newspapers	8 00
" making deed and acknowledging, &c	5 75
" appointing place of sale, &c	1 00
" report of sale, &c	2 50
	$124 34

And on motion of said complainants, it is ordered that the said report of the said master be confirmed and stand ratified by this court, and the court tax and allow the costs of said master to the sum of one hundred and twenty-four dollars and thirty-four cents.

77 UNITED STATES OF AMERICA,
Northern District of Illinois, ss:

I, William H. Bradley, clerk of the circuit court of the United States for the northern district of Illinois, hereby certify the foregoing to be a true and correct transcript from the complete judgment record of all the proceedings had in said court, in the within-entitled cause of the United States against John B. F. Russell et al., up to and including the confirmation of the report of the master, filed in said court on the 19th day of June, A. D. 1843, as the same appears of record in my office.

And I further certify that the words noted on the margin of pages 23 & 24 respectively of this transcript, correctly state the difference between the judgment record and the journal entry of said court in said cause.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office in Chicago, in said district, this 25th day of February, A. D. 1858.

[SEAL.] W'M H. BRADLEY, *Clerk.*

78 To the admission of which transcript of record and proceedings in said foreclosure suit, the said defendants, by their counsel, then and there objected, urging, among other reasons, that it did not appear in and by said transcript that Josiah S. Breese, named as a defendant in said suit, and under whom it was the defendants claimed title, paramount to that of the United States, was ever served with process in said cause, or brought into court, or appeared in court as a party defendant, so as to be subject to the jurisdiction of the court in that cause.

And further, to support said objection, in addition to what appeared upon the record of said cause, as offered by the plaintiff, the defendants called Seth Paine as a witness, who, being duly sworn, testified as follows:

Testimony of S. Paine.

I knew Josiah S. Breese; was a partner of his in Chicago in 1837 and 1838. He left the state of Illinois in 1839, and went to reside in the city of New York. He was not here in Chicago in 1840. I resided here and continued in business until 1842. I did not see Breese here
79 during that time. The dissolution of partnership between Taylor, Breese, & Co., occurred in 1839. I bought in and continued till 1842. Breese was not here after 1839. I saw him in New York in 1839. I think he was not here after I commenced business in spring of 1839. I found Breese in business in New York in 1839. Breese has since died.

The defendants, in further support of their objection that said Breese was not served with process of said cause, offered and read in evidence the full chancery record of said cause, required by the statute to be kept, and all the files, including the fee bill, bills of cost, and summons and orders in said cause, which were not offered and read in evidence by the plaintiff, as follows:

80 *Original fee bill in U. S. vs. Russell.*

THE UNITED STATES OF AMERICA
v.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURDON S. Hubbard, Josiah S. Breese, Henry S. Fuller, Augustus Garrett, Frederick F. Flaylor, Ashbell Steele, William Teal, Hiram Hugunin, Ebenezer Peck, & Richard J. Hamilton, com'r of school lands for Cook County.

Decree rendered June term, 1841.

	Eng't app. comp'ts 16; filing precipe, 8		24	
	Subpœna, $1 00		1 00	
	Filing bill, 8		8	
				1 34
1840 Dec'r term.	Eng't marshal's retu. on s'bp., 16; filing same, 8		24	
	Doc't'g cause, 16; order for continuance, 33		49	
				79
1841. June term.	" " 16; default, 33		49	
	Filing master's report, 8		8	
				59
	Decree, 29 fols., $6 96; record of cause, 85 fols., $17 00		23 96	
	Copy decree, 29 fol., $5 80; cut & seal, 66		6 46	
				30 42
	Filing same, 8; filing com'r's rep't, 8		16	
	Filing cert. purchase, 8		8	
81	Taxing costs & entry, 50; copy 33		83	
	Decree absolute, 33		33	
				1 40
				$34 54
	Docket fee			5 00
	Master's fees, Schuyler Strong			1 75
	Marshal's fees			
	Serving & ret'n'g s'bp's, $27 87½			27 87
	A true copy from my costs book			69 16

JAMES F. OWINGS, *Clk.*

(Endorsed:) Filed December 23d, 1841. Owings, cl'k.

82 *Transcript.*

Pleas in the circuit court of the United States of America for the district of Illinois, setting in chancery at the city of Springfield, in the district aforesaid, before the Hon. Nathaniel Pope, judge, and in the absence pro tempore of the Hon. John McLean, one of the justices of the Supreme Court of the United States, sole judge of said circuit court, on Tuesday, the twenty-second day of June, in the June term of said court in the year of our Lord one thousand eight hundred and forty-one, and of the independence of the United States the sixty-fifth year.

JAMES F. OWINGS, *Clerk.*

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURDEN S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garret, Frederick F. Flaylor,
83 Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton, commisioner of school lands for Cook County.

DISTRICT OF ILLINOIS, *ss:*

Be it remembered that, on the first day of September, in the year of our Lord one thousand eight hundred and forty, the United States of America, complainant, by their solicitor, filed in office of the clerk of the circuit court of the United States, for the district of Illinios, at the city of Springfield in said district, their præcipe, and, also, their bill of complaint in said entitled cause, which said præcipe and said bill are respectively in the words and figures following, to wit:

Præcipe.

Circuit court U. S., district of Illinois, in chancery sitting:

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURDON S. Hubbard, Josiah S. Breese, Henry L.
84 Tuller, Augustus Garrett, Frederick F. Flaylor, Asahel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richand J. Hamilton, commissioner of school lands for Cook County.

The clerk will issue a subpœna in the above-entitled cause to the marshal, returnable at the next term, Aug. 23rd, 1840.

FERRIS FOREMAN,
Solicitor.

(Endorsed:) Filed Sept. 1st, 1840. Owings, cl'k.

Bill of comp't.

UNITED STATES OF AMERICA:

Circuit court of the United States for the district of Illinois.

To the honorable judges of said court, in chancery sitting:

Humbly complaining, showeth unto your honors your orators, the United States of America, that, on or about the twenty-first day of December, in the year of our Lord one thousand eight hundred
85 and thirty-seven, John B. F. Russell, who is a citizen and resident of the State of Illinois, being indebted to your orators in a large sum of money, to wit, the sum of fifty-five thousand two hundred and fifty-three dollars and eighty-seven cents, and being seized, or pretending to be seized, in fee, amongst others, of all the following-described pieces or parcels of land, situated in the town of "Cottage Grove," in the county of Cook, and State of Illinois, as the same is delineated on a map or plat of said town, on file in the recorder's office of said county, containing seventy-three acres, laid out in lots lying on the northeast quarter of section thirty-five, in township thirty-nine and range fourteen east of third principal meridian; also, all those certain pieces or parcels of land situate, lying, and being in the county of La Salle, in the State of Illinois, to wit, the north half and southwest quarter of section four, township thirty-five, range nine east of the third principal meridian, containing four hundred and eighty acres;
86 section eighteen, township thirty-five, range nine east of the

third principal meridian, containing five hundred and sixty-one $\frac{94}{100}$ acres; the west half of section eight, township thirty-five, range nine east of the third principal meridian, containing three hundred and twenty acres; and the east half of section thirty-three, township thirty-five, range six east of the third principal meridian, containing three hundred and twenty acres; and the east half of the northwest quarter of section twenty-eight, township thirty-five, range six east of the third principal meridian, containing eighty acres; and the east half of section twenty-eight, township thirty-five, range six east of the third principal meridian, containing three hundred and twenty acres; and section twenty-six, township thirty-four, range seven east of the third principal meridian, containing six hundred and forty acres; and the west half of the southeast, and the east half of the northeast, quarter of section thirteen, township thirty-three, range eight east of the 3rd principal meridian, containing one hundred and sixty acres; and the south-
87 east quarter of section four, township thirty-three, range nine east of the third principal meridian, containing one hundred and sixty acres; and the west half of the southwest quarter of section twenty-eight, township thirty-six, range nine east of the third principal meridian, containing eighty acres; and the south half of section twenty-four, township thirty-three, range eight east of third principal meridian, containing three hundred and twenty acres; and the northeast quarter of section twenty-three, township thirty-five, range eight east of the third principal meridian, containing one hundred and sixty acres; also, a certain tract or parcel of land situate, lying, and being in the county of Cook, in the State of Illinois, being the north half of section eighteen, township thirty-seven, range thirteen east of the third principal meridian, containing three hundred and five $\frac{50}{100}$ acres; also, that certain piece or parcel of land situate, lying, and being in the county
88 of La Salle, and State of Illinois, being part of the south half and the northwest quarter of section two, township thirty-three, range eight east of the third principal meridian, containing sixty acres, laid off in town lots, called "Kankakee;" also, those certain lots, pieces, or parcels of land situate, lying, and being in the town of "Canal Port," in the county of Cook, and State of Illinois, known and designated on the plat of said town as on file in the recorder's office in said county, to wit; lots five, six, seven, eight, ten, eleven, twelve in block eighteen; lots five, six, seven, eight, nine, ten, eleven, and twelve in block twenty-four; lots one, two, three, four, fourteen, fifteen, sixteen, in block twenty-six; lots one, three, and thirteen in block twenty-eight; lots eight, six, four, two in block sixty-eight; lots one, two, three, four, thirteen, fourteen, fifteen, sixteen in block seventy; lots one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen in block seventy-two; lots one, two, three, four, thirteen, fourteen, fifteen, sixteen,
89 in block seventy-seven; lots five, six, seven, eight, nine, ten, in block eighty; lots one, two, three, four, thirteen, fourteen, fifteen, sixteen, in block eighty-two; lots five, six, seven, eight, nine, ten, eleven, in block eighty-four; lots one, two, three, four, thirteen, fourteen, fifteen, sixteen, in block eighty-six; lots one, five, fifteen, sixteen, in block twenty-nine; lots two, three, four, in block eighty-eight; lots six, seven, fifteen, sixteen, in block thirty; lots four, six, eleven, twelve, in block thirty-one; lots three, seven, in block thirty-two; lots five, eight, ten, in block thirty-three; lots three, four, eleven, sixteen, in block thirty-four, ('4); lots five, six, ten, eleven, in block thirty-five; lots two, four, five, twelve, in block thirty-six; lots one, eleven, twelve,

fifteen, in block thirty-seven; lots two, three, four, fourteen in block thirty-eight; lots one, seven, fourteen, fifteen, in block thirty-nine; lots two, six, seven, eleven, in block forty; lots eight, ten, eleven, twelve, in block forty-one; lots two, five, eight, twelve, in block forty-
90 two; lots three, five, seven, nine, in block forty-three; lots seven, twelve, thirteen, sixteen, in block forty-four; lots three, fourteen, fifteen, seventeen, in block forty-six; lots two, six, eleven, thirteen, in block forty-seven; lots two, three, ten, eleven, in block forty-eight; lots one, twelve, fourteen, in block fifty; lots six, eight, in block fifty-one; lots seven, eight, in block fifty-two; lots one, four, in block fifty-three; lots five, seven, in block fifty-four; lots one, three, in block fifty-five; lots four, seven, in block fifty-six; lots one, four, in block fifty-eight; lots four, six, eight, in block fifty-nine; lots five, seven, eight, ten, in block sixty; lots three, four, thirteen, fourteen, in block sixty one; lots one, two, four, in block sixty-two; lots four, seven, nine, ten, in block sixty-three; lots one, two, fifteen, sixteen, in block sixty-four; lots six, thirteen, fourteen, fifteen, in block sixty-five; lots four, thirteen, fifteen, sixteen, in block sixty-six; lots five, seven eleven, twelve, in block six-
ty-seven; the said John B. F. Russell delivered to Henry D. Gil-
91 pin, Solicitor of the Treasury of the United States, in trust for your orators, his certain bond or writing obligatory, under his hand and seal, duly made and executed in the penal sum of one hundred and ten thousand five hundred and seven dollars and seventy-four cents, with a condition thereunder written to pay to said Gilpin, solicitor, as aforesaid, in trust and for the use of your orators, the said sum of fifty-five thousand two hundred and fifty dollars and fifty-eight cents, in three annual installments, namely, eleven thousand and fifty dollars and seventy-seven cents, to be paid on the twenty-first of December, in the year one thousand eight hundred and thirty-eight; and also twenty-two thousand one hundred and one dollars and fifty-five cents, to be paid on the twenty-first day of December, in the year one thousand eight hundred and thirty-nine; and, also twenty-two thousand one hundred and one dollars and fifty-four cents, to be paid on the twenty-first day of December, in the year of our Lord
92 one thousand eight hundred and forty, with interest thereon, as in and by the said bond or obligation now in the possession of your orators and ready to be produced, as this honorable court shall direct, and to which, when produced, your orators for greater certainty pray leave to refer, this honorable court will more fully and at large appear.

And your orators further shows unto your honors that the said John B. F. Russell, in order to secure the payment of the said principal sum of money, with the lawful interest thereon in manner aforesaid, and also, of the further sum of one dollar to him in hand paid by your orators, at and before the ensealing and delivery, in and by a certain indenture of mortgage, bearing date the same day and year last aforesaid, did grant, bargain, sell, release, and confirm unto said Henry D. Gilpin, solicitor as aforesaid, and his successors forever, in trust for the United States of America, your orators, all those lots, tracts, pieces, and parcels of land, hereinbefore described, together with all
93 and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof.

To have and to hold all the aforesaid messuages, lands, and tenements, hereditaments, and premises above-mentioned, granted, or intended to be

granted, in said mortgage indenture unto the said Henry D. Gilpin, Solicitor of the Treasury of the United States, and his successors, in trust for and to the only proper use and behoof of the aforesaid United States of America, your orators, forever.

Provided always, and the said indenture of mortgage, and the estate and interest thereby created were upon this condition: Nevertheless, that if the said John B. F. Russell, his heirs, executors, or administrators shall and do well and truly pay, or cause to be paid, unto the said Henry D. Gilpin, Solicitor for the Treasury of the United States
94 as aforesaid, or to his successors, the aforesaid debt or sum of fifty-five thousand two hundred and fifty-three dollars and eighty-seven cents, and every part thereof, on the days and at the time hereinbefore mentioned and appointed for payment thereof, with lawful interest on the same, according to the condition of the said recited obligation, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything for or in respect of any taxes, charges, or assessments whatsoever then and from thenceforth, as well the present indenture and the real estate hereby granted as the said recited obligation, shall cease, determine, and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary, in anywise notwithstanding.

And the said Russell, in and by the said indenture of mortgage, did, for himself, his heirs, executors, and administrators, covenant and agree to and with your orator, and his successors, that if default should
95 be made in the payments of the said sum of money last abovementioned, and the interest that might have become due thereon, or any part thereof, that then and from thenceforth it should be lawful for said solicitor, and his successors, to enter upon and take possession of the said premises, and to sell the same at public auction, and to convey the same to the purchaser or purchasers in fee simple, and agreeably to law, and out of the monies arising from such sales to retain the principal and interest which shall then be due on the said recited obligation, and all costs and charges, rendering the overplus (if any) to the said Russell, his heirs, executors, and administrators and assigns.

And your orator further shows unto your honors that, on the first day of March, in the year one thousand eight hundred and thirty-eight, the execution of said indenture of mortgage was acknowledged in due form of law before W'm Brent, clerk of the circuit court of the Dis-
96 trict of Columbia for the county of Washington, by the said John B. F. Russell and the said Henry D. Gilpin, solicitor as aforesaid, as in and by a certificate of the acknowledgment thereof endorsed on the said indenture of mortgage, and signed by the said W'm Brent, and sealed with the seal of said court as aforesaid, and to which your orator for greater certainty prays leave to refer, may more fully and at large appear.

And your orator further shows unto your honors that, on the twenty-fifth day of April, in the year of our Lord one thousand eight hundred and thirty-eight, the said indenture of mortgage was in due form of law recorded in the recorder's office in and for the county of Cook, State of Illinois, in book P, of mortgages, page 365, by Richard J. Hamilton, recorder of said county, as by the record of the said indenture of mortgage now remaining in the office of the said recorder, and the certificate of record endorsed on said indenture of mortgage, and signed by the said Richard J. Hamilton, recorder as aforesaid, sufficiently appears;
97 and to which said record, and the certificate thereof, as aforesaid, endorsed on the said indenture of mortgage, your orator for the

greater certainty pray leave to refer this honorable court if it be necessary.

And your orator further shew unto your honors that, on the eleventh day of May, eighteen hundred and thirty-eight, said mortgage was left for record; and on the twenty-second day of May, in the year of our Lord one thousand eight hundred and thirty-eight, the said indenture of mortgage was, in due form of law, recorded in the office of the recorder of the county of La Salle and State of Illinois, in book No. one, at page 57, by Anthony Pitzer, recorder of said county as aforesaid, as by the record of the said indenture of mortgage now remaining in the office of the said recorder, and the certificate thereof endorsed on said indenture of mortgage, and signed by the said Anthony Pitzer, recorder as aforesaid, sufficiently appears, and to which said record, and the certificate thereof, endorsed on said indenture of mortgage, your orator for greater certainty prays leave to refer if it be necessary so to do.

98 And your orators further show unto your honors that all the first two installments mentioned in said bond or obligation, together with all the interest due and owing, no part thereof having been paid or satisfied unto your orators, so that your orators are greatly delayed and disappointed in the receipt of said money by means of which said several premises, the said indenture of mortgage and the estate thereby mortgaged to said Henry D. Gilpin, solicitor as aforesaid, in trust for your orators, became absolute.

And your orators further shew unto your honors that the said Russell had at all times possessed and enjoyed, and that he still does possess and enjoy the said mortgaged premises with the appurtenances, and that he has always received and still does receive the rents, issues, and profits thereof.

And your orators further show unto your honors and expressly charge that the said mortgaged premises are a slender and scanty security for the payment of the principal and interest money so

99 due as aforesaid, to your orators; and that your orators, or some other person for them, have frequently and in a friendly manner applied to the said John B. F. Russell, and requested him to pay and discharge the said principle and interest money as aforesaid, due to your orators on the said bond or obligation and indenture of mortgage.

And your orators well hoped that the said John B. F. Russell, would have complied with such reasonable request of your orators, and would have paid to your orators such principle and interest money so as aforesaid due to your orators on said bond and obligation in manner aforesaid, as in equity and good conscience he ought to have done. But now so it is, may it please your honors, that the said John B. F. Russell, combining and confederating to and with divers other persons, at present unknown to your orators, but whose names when discovered, your orators pray may be inserted herein, and that they may be made parties hereto, with proper and apt words to charge them, how to injure

100 and aggrieve your orators in the premises and to defraud them of the said principle moneys, so as aforesaid, due to your orators on the said bond or obligation and indenture of mortgage hereinbefore mentioned, sometimes give out and pretend that although your orators' estate in the premises may have become absolute in law, yet that your orators cannot dispose of the said premises to any purchaser, in any manner, and that the same will be subject to an equity of redemption. And at other times, the said John B. F. Russell, gives out and pretends that the said two installments of said principle sum of money so due your orators as aforesaid, and all the interest thereof have been paid off and

discharged, and thereby that the said bond or obligation, and the said indenture of mortgage have become void, and that your orators' estate, and title and interest in the premises have become totally extinguished. And your orators further show unto your honors that Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus
101 Garrett, Frederick T. Flaylor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands, have or pretend to have some interest or claim upon the above-described premises, as judgment creditors or otherwise.

In tender consideration whereof, and forasmuch as your orators have not a complete and safe remedy in the premises at and by the strict rules of the common law, nor can foreclose the equity of redemption of the said mortgaged premises, or safely sell the same for the payment and satisfaction of the said principal and interest money so as aforesaid, due to your orators on the said bond or obligation and indenture of mortgage in manner aforesaid: To the end therefore, that the said John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S.Breese, Henry L. Tuller, Augustus Garrett, Frederick T. Flaglor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school
102 lands, (and their confederates when discovered,) may, upon their several and respective corporal oaths, true, full, and perfect answers make to all and singular the said premises as fully and particularly as if the same were here again repeated, and they thereto particularly interrogated according to the best of their respective knowledge, information, remembrance, or belief. And that the said John B. F. Russell may be decreed to pay to your orators the said first two instalments of principle and interest money hereinbefore expressed and so due on the said bond or obligation and indenture of mortgage hereinbefore mentioned and set forth as aforesaid, and all the interest money now due and to grow due thereon, together with all your orator's costs and charges in this behalf sustained, by a short day to be appointed by this honorable court, and in default thereof that the said John B. F. Russell, and all claiming or to claim under them may be foreclosed of and from all equity of redemption and claim of, in, and
103 the said mortgaged premises and every part and parcel thereof, with the appurtenances, and may deliver unto your orators all deeds, demises, and writings whatsoever relating to or concerning the same.

And that all and singular the said mortgaged premises, with the appurtenances, may, by the order and decree of the honorable court, be sold, and out of the moneys arising from the sale thereof, your orators may be paid the full amount of the said first two instalments hereinbefore mentioned and expressed, and so due to your orators as aforesaid on the said bond or obligation and indenture of mortgage, in manner aforesaid, and all the interest money due and to grow due thereon, together with all your orators' costs and charges in this behalf sustained; and that your orators may have such other and further relief in the premises as to your honors may seem proper and shall be agreeable to equity and good conscience, may it please your honors, the premises considered, to grant unto your orators a writ of subpœna to be
104 directed to the said John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick T. Flaylor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, com-

missioner of school lands, issuing out of and under the seal of this honorable court, therein and thereby commanding them on a certain day, and under a certain penalty therein expressed, to be and appear before your honors in this honorable court, then and there to answer all and singular the said premises, and to stand to and abide by such order and decree therein as to your honors shall seem meet and shall be agreeable to equity and good conscience.

And your orators will ever pray, &c.

F. FOREMAN, *Solicitor.*

J. YOUNG SCAMMON,
Of Counsel.

(Endorsed:) Filed Sept. 1st, 1840. Owings, clerk.

105 On this day, to wit, September 1st, A. D. 1840, a writ of subpœna issued out of said clerk's office in said entitled cause, which said writ, with the return of the marshal thereon, is as follows:

Subpœna.

UNITED STATES OF AMERICA,
District of Illinois, set:

The United States of America to the marshal of the district of Illinois, greeting:

We command you that you summon John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaglor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands for Cook County, if they be found in your district, to be and appear before our judges of our circuit court of the United States for the district of Illinois, at the next term thereof, to be holden at Springfield, in the district aforesaid, on the first Monday
106 of December next, to answer to a bill in chancery filed in said court against them by the United States of America. And this they are in no wise to omit, under the penalty of what the law directs for a contempt of court. And have you then there this writ.

Witness the Hon. Roger B. Taney, Chief Justice of the Supreme Court of the United States of America, at Springfield aforesaid, this first day of September, in the year of our Lord one thousand eight hundred and forty, and of our independence the sixty-fifth year.

[SEAL.] JAMES F. OWINGS, *Clerk.*

Executed the within by reading it to, and leaving copy with, John B. F. Russell, Gurdon S. Hubbard, Augustus Garrett, Ashbel Steele, Hiram Hugunin, Ebenezer Peek, and Richard J. Hamilton, commissioner of school lands for Cook County, this 2nd day of November, A. D. 1840, the others not found in this district.

HARRY WELTON,
U. S. Marshal,
By S. W. SHERMAN,
Dept. Marshal.

107 (Endorsed:) Filed 24th Nov., 1840. Owings, cl'k.

On this day, to wit, the fourteenth day of June, A. D. 1841, in the record of the proceedings of said court in chancery, in said entitled cause, is the following entry, to wit:

Default.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURDON S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaglor, Ashbel Steele, William Teal, Hiram Hugunin, Daniel Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands for Cook County. } In chancery.

This day came the said complainants, by their solicitor, and the said defendants having been duly served with process, and having failed to appear, as by the within writ they were commanded, and having
108 failed to answer the complainant's bill of complaint herein filed, although more than three calendar months have elapsed and passed by since the return of the writ aforesaid upon them executed. It is therefore considered that the default of the said defendants be entered herein for want of answers, and that the bill herein be taken against them as confessed.

The report of the master in chancery, and commissioner of said court of the amount due the complainants on the mortgage described in said bill of complaint is in the words and figures following, to wit:

Master's rep't of am't due.

United States circuit court, State and district of Illinois.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL & OTHERS. } In chancery. Report, &c.

To the honorable the circuit court:

I, Schuyler Strong, a master in chancery and commissioner of said court, to whom the above-entitled cause has been referred, to
109 ascertain and report the amount due on the mortgage mentioned and set forth in the bill, have computed the same, and do report and certify to said court that the amount this day due on said mortgage is the sum of sixty-six thousand eight hundred and fifty-seven dollars and eighteen cents, ($66,857 18.)

June 22nd, A. D. 1841.

SCHUYLER STRONG,
Master and Commissioner, &c.

Fees.

Computing amount due, &c.	$1 50
Reports	25
	1 75

S. STRONG.

On this day, to wit, the 22nd day of June, A. D. 1841, in the record of the proceedings of said court in chancery, in said entitled cause, is the following entry, to wit:

Decree.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURDON S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaglor, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton,
110 commissioner of school lands for Cook County. } In chancery.

And now at this day come the complainants, by their solicitor, and it appearing to the court that the default of the defendants herein has been entered of a former day of this term—

It is therefore further adjudged and decreed that the bond and mortgage set forth in the complainant's bill of complaint be, and the same hereby is, referred to a master in chancery of this court, to compute the amount due the complainants therein, and report the same to the court; whereupon the reference is made as by order. And thereupon come the complainants by Justin Butterfield, their solicitor, and file the report of Schuylor Strong, one of the masters in chancery of this court, to whom it had been referred to compute the amount due the complainants on the bond and indenture of mortgage set forth in the complainant's bill of complaint, by which said report it appears that there is due to the said complainant, on the said bond and indenture of mortgage, the sum of sixty-six thousand eight hundred
111 and fifty-seven dollars and eighteen cents, ($66,857 18;) and on motion of the complainant it is ordered, adjudged, and decreed that the said defendant Jno. B. F. Russell, pay to the said complainants the said sum of sixty-six thousand eight hundred and fifty-seven dollars and eighteen cents, ($66,857 18,) within twenty days from the date of this order, together with interest thereon, at the rate of twelve per cent. per annum.

And it is further ordered, adjudged, and decreed, that in case of default of such payment, or any part thereof, the said John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaglor, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton, commissioner of school lands for Cook County, and each of them and every of them, and all persons claiming or to claim under them or either of them be, and the same are hereby, forever foreclosed and debarred of and from all equity of redemption, right, claim, or possession
112 whatever, of, in, and to the said mortgaged premises.

And it is further ordered, adjudged, and decreed, that in case of default of such payment, or any part thereof, that all and singular, the said mortgaged premises mentioned and described in said bill of complaint, be sold to the highest bidder, by and under the direction of one of the masters of this court, he being authorized and empowered to make such sale, the said master giving sixty days' notice of such sale by posting up three written notices of sale in the several counties where said premises are situated, which said premises are described as follows:

All that parcel or lot of land situated in the town of Cottage Grove, Cook County, State of Illinois, as the same is delineated on a map or plat of said town, on file in the recorder's office of said county, containing seventy-three (73) acres, laid out in lots lying in the northeast quarter of section thirty-five, (35,) in township thirty-nine, (39,) and range fourteen (14) east of the 3d principal meridian. Also, all
113 those certain pieces or parcels of land, situate, lying, and being in the county of La Salle, in the State of Illinois, to wit: the north half and southwest quarter of section four, (4,) township thirty-five, (35,) range nine (9) east of the 3d principal meridian, containing four hundred and eighty (480) acres. Also, section eighteen, (18,) township thirty-five, (35,) range nine (9) east of the 3d principal meridian, containing five hundred and sixty-one $\frac{94}{100}$ acres, (561.94.) The west half of section eight, (8,) township thirty-five, (35,) range nine (9) east of the 3rd principal meridian, containing three hundred and twenty acres, (320;) and east half of section thirty-three, (33,) township thirty-five, (35,) range six (6) east of the 3rd principal meridian, containing three hundred and twenty acres, (320;) and the east half of the northwest quarter of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the 3rd principal meridian, containing eighty acres, (80;) and east half of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the 3rd principal meridian containing three
114 hundred and twenty acres, (320;) and section twenty-six, (26,) township thirty-four, (34,) range seven (7) east of the 3rd principal meridian, containing six hundred and forty acres, (640;) and west half of the southeast and east half of the northeast quarter of section thirteen, (13,) township thirty-three, (33,) range eight (8) east of the 3rd principal meridian, containing one hundred and sixty acres, (160;) and southeast quarter of section four, (4,) township thirty-three, (33,) range nine (9) east of the 3d principal meridian, containing one hundred and sixty acres, (160;) and west half of the southwest quarter of section twenty-eight, (28,) township thirty-six, (36,) range nine (9) east of the 3d principal meridian, containing eighty acres, (80;) and south half of section twenty-four, (24,) township thirty-three, (33,) range eight (8) east of the 3d principal meridian, containing three hundred and twenty acres, (320;) and northeast quarter of section twenty-three, (23,) township thirty-five, (35,) range eight (8) east of the 3rd principal
115 meridian, containing one hundred and sixty acres, (160.) Also, a certain tract or parcel of land, situate, lying, and being, in the County of Cook, State of Illinois, being the north half of section eighteen, (18,) township thirty-seven, (37,) range thirteen (13) east of the 3d principal meridian, containing three hundred and five $\frac{50}{100}$ acres, (305.50.) Also, *that* certain pieces or parcels of land, situate, lying, and being in the county of La Salle, and State of Illinois, being part of the south half and the northwest quarter of section two, (2,) township thirty-three, (33,) range eight (8) east of the 3d principal meridian, containing sixty acres, (60,) laid off in town lots called "Kankakee." Also, those certain lots, pieces, or parcels of land, situate, lying, and being in the town of "Canal Ports," in the County of Cook, State of Illinois, known and designated on the plat of said town as on file at the recorder's office in said county, to wit: Lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) in block
116 twenty-four, (24;) lots one, (1,) two, (2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block twenty-six, (26;)

lots one, (1,) three, (3,) thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one (1,) two, (2,) three, (3,) four, (4,) five (5,) six, (6,) seven, eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) in block eighty-four, (84;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six, (86;) lots one (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29;) lots two, (2,) three, (3,)
117 four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,) eleven, (11,) twelve, (12,) in block thirty-one, (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three, (3,) fourteen, (14,) in block thirty-eight, (38;) lots one (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;)
118 lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;) lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven (7,) eight, in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots 4, six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,) ten, (10,) in block 60; lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67;) together with all and singular the buildings, improvements, ways, roads, waters,
119 water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. And that the said master execute and deliver to the purchaser or purchasers thereof a deed or deeds of the said premises, and

that he put the purchaser or purchasers thereof in possession of the same.

And it is further ordered, adjudged, and decreed, that out of the moneys arising from the sale of said premises above described, the said master pay the cost of this suit, and that he pay over to the said complainants the said sum of six thousand eight hundred and fifty-seven dollars and eighteen cents, ($6857 18,) and the interest thereon, from the day of the date of this decree, to the day of such sale, at the rate of twelve per cent. per annum, and that he bring the balance of the purchase money, if any, into court, and that he report his proceeding herein at the next term of this court.

120 On this day, to wit, the 6th day of June, A. D. 1842, in the record of the proceedings of said court in chancery, in said entitled cause, is the following entry, to wit:

Decree made absolute.

THE UNITED STATES
vs.
JOHN B. F. RUSSELL & OTHERS. } In chancery.

And now at this day come the said complainants, by Justin Butterfield, their attorney, and on his motion it is ordered and adjudged by the court, that the decree heretofore entered in this cause, at the June term, one thousand eight hundred and forty-one, be made final and absolute.

On this day, to wit, the 19th day of June, A. D. 1843, came George A. O. Beaumont, esq., master in chancery, and filed in said court, with the clerk thereof, his report of sale in said entitled cause, which said report is in the words and figures following, to wit:

121 *Master's report of sale.*

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURDON S. HUBBARD, JOSIAH S. BREESE, HENRY S. TULLER, AUGUSTUS GARRETT, FREDERICK F. FLAGLOR, ASHBEL STEELE, WILLIAM TEAL, HIRAM HUGUNIN, EBENEZER PECK, and RICHARD J. HAMILTON, commissioner of school lands for Cook County. } In chancery.

In pursuance of a decretal order of the circuit court of the United for the district of Illinois, made in the above cause by said court at the June term thereof, A. D. 1841, by which it was, among other things, ordered, adjudged, and decreed, that all and singular the mortgaged premises set forth and described in the bill of complaint, be sold to the highest bidder, by and under the direction of one of the masters of said court, he being empowered to make such sale, the said master giving sixty days' notice of sale in the several counties where
122 said premises are situated, together with all and singular the buildings, improvements, ways, woods, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereto belonging, or in any wise appertaining, and the reversions, remainders,

rents, issues, and profits thereof. And that the said master execute and deliver to the purchaser or purchasers thereof a deed or deeds of the said premises; and that he put the purchaser or purchasers thereof in the possession of the same. And it was further ordered, adjudged, and decreed, that out of the moneys arising from the sale of said premises, the said master pay the costs of said suit, and that he pay over to said complainant the sum of sixty-six thousand eight hundred and fifty-seven dollars and eighteen cents and the interest thereon from the date of the said decree to the day of such sale, at the rate of twelve per centum per annum, and that he bring the balance of the purchase-money, if any, into court, and that he report his proceedings
123 therein at the next term of said court.

By virtue of said decree, therefore, I, Geo. A. O. Beaumont, a master in chancery of said court, do respectfully report—

That I advertised the said premises by putting up three notices of the time and place of said sale, in each of the counties where said lands were situate, and the advertisements contained a brief description of the premises to be sold, setting forth that the sale would take place at the City Hotel, in the city of Chicago, in said district, on the 20th day of April, A. D. 1843, (the copy of said decree not having come to me in time to make the sale and report thereon at the time of court in said decree directed,) a copy of which advertisement is filed herewith.

And I do further report that I did not advertise the property mentioned in said bill and decree, other than that mentioned in said advertisement, by direction of the complainants' attorney and solicitor, the said mortgage being found to have no good title to the remainder
124 of said lands; and further, that I caused the said land to be advertised in the Chicago Express, a public newspaper published in said district, more than sixty days before the said day of sale, according to the rules of said court.

And I do further certify that I did on the said 20th day of April, at the place appointed, offer for sale a part of the said described premises set forth below, for which the United States of America, by Justin Butterfield, esq., att'y & sol. for the United States, bid as follows, the same being appraised as aforesaid.

For the north half and the southwest quarter of section four, township thirty-five, range 9 east of the third P. M., (N. $\frac{1}{2}$ & S. W. $\frac{1}{4}$ sec. 4, T. 35 N., R. 9 P. M.,) containing four hundred and eighty (480) acres, in Will C'y, Ill's, the sum of five hundred and fifty dollars, ($550.)

For section eighteen, township thirty-five N., R. 9 east third P. M., (sec. 18, T. 35 N., R. 9 E. 3rd P. M.,) cont'g $561\frac{94}{100}$ acres, the sum of five hundred and sixty-two dollars, ($562.)

125 For the west half of sec. eight in the same township and range, (W. $\frac{1}{2}$ sec. 8, T. 35 N., R. 9 E. 3rd P. M.,) cont'g 320 acres, the sum of three hundred and twenty-one dollars, ($321.)

All of which lands were in Will County, Ills.

For section twenty-six, township thirty-four N., R. seven east the third P. M., (sec. 26, T. 34 N., R. 7 E. 3d P. M.,) cont'g 640 acres, the sum of six hundred and forty-one dollars, ($641.) In Grundy C'y, Ills.

For the west half of the southeast quarter and the east half of the northeast quarter of section thirteen, township thirty-three N., R. eight east of the third P. M., (W. $\frac{1}{2}$ S. E. $\frac{1}{4}$, and east $\frac{1}{2}$ of N. E. $\frac{1}{4}$ sec. 13, T. 33 N., R. 8 E. 3d P. M.,) cont'g in all 160 acres, eighty dollars. Same county.

For the south half of section twenty-four, same township and range

as the last, (S. ½ sec. 27, T. 33 N., R. 8 E. 3d P. M.,) cont'g 320 acres, same c'y, one hundred and sixty dollars, ($160.)

For the east half of the northwest quarter of sec. twenty-eight, township thirty-five N., R. six east of the third P. M., (east ½ N. W.
126 sec. 28, T. 35 N., R. 6 E. 3rd P. M.,) cont'g 80 acres, sixty dollars, the same being in Kendall C'y, Ills.

For the northeast quarter of section twenty-three, township thirty-five north, range eight east 3d P. M., (N. E. ¼ sec. 23, T. 35 N., R. 8 E. 3d P. M.,) cont'g 160, in same county, one hundred and sixty dollars, ($160.)

For the west half of the southwest ¼ *quarter* of section twenty-eight, township thirty-six N., R. 9 east, (W. ½ S. W. ¼ S. 28, T. 36 N., R. 9 E. 3rd P. M.,) cont'g 80 acres, in Will County, the sum of eighty-one dollars, ($81.)

For the north half of section eighteen, township thirty-seven N., R. thirteen east of the third P. M., (N. ½ S. 18, T. 37 N., R. 13 E. 3d P. M.,) cont'g $305\frac{50}{100}$ acres, in Cook County, Ills., one hundred and fifty-two $\frac{75}{100}$ dollars, ($152 75.)

For a part of the south half and northwest quarter of section two, township thirty-three N., R. 8 east of the 3d P. M., (p't of S. ½ & N. W. ¼ S. 2, T. 33 N., R. 8 E. 3d P. M.,) cont'g 60 acres, in Grundy C'y, Ills., sixty dollars, ($60.)

The whole of said sale amounting to two thousand nine hun-
127 dred and twenty-seven dollars and seventy-five cents, and all of said land being bid in by the United States of America by their said solicitor, at two-thirds or more of its appraised value, except the two parcels last mentioned, which, by the direction of the said complainants' solicitor, was not appraised, and the remainder of the premises, by his direction, were not sold, there being not good title in said mortgagor.

And I do further certify that the above were the highest and best bids offered for said property, and that I have executed to the said complainant a deed of conveyance for said lands, which are unoccupied, agreeably to the said order of said decree, and have handed to the said solicitor a bill of my costs, which appears herewith.

GEO. A. O. BEAUMONT,
Com. & C.

U. S. cir't c't, dist. of Ills., in chancery.

U. S. OF AMERICA
vs.
J. B. F. RUSSELL ET AL.

128 *Master's fees.*

To p'rcent'g on sale on $200, at 5 per c't	$10 00
" " " " " $2,727 75, at 2½ per c't	68 09
" 320 miles travel to appraise, at 6¼ cts. per mile	20 00
" p'd appraisers, (9 of them,) at $1 each	9 00
" " advertising in newspaper	8 00
Making deed and acknowledging, &c.	$5 75
Appointing place of sale, &c.	1 00
Report of sale, &c.	2 50
	$124 34

(Endorsed:) Filed June 19, 1843. Owings, cl'k.

On the same day, to wit, the 19th day of June, A. D. 1843, in the record of the proceedings of said court, in chancery, in said entitled cause is the following entry, to wit:

Confirmation of report.

THE UNITED STATES OF AMERICA } In chancery.
vs.
JOHN B. F. RUSSELL & OTHERS. }

And now at this day come the said complainants, by J. Butterfield, their solicitor, and file the report of sale of George O. A. Beau-
129 mont, a master appointed in this cause, and, on motion of said complainants, it is ordered that the said report of the said master be confirmed and stand ratified by this court, and the court tax and allow the costs of said master to the sum of one hundred and twenty-four dollars and thirty-four cents.

On this day, to wit, the 10th day of December, A. D. 1856, said complainants, by their solicitor, filed in the office of the clerk of the circuit court of the United States for the northern district of Illinois, at Chicago, in said district, their notice, and also their petition in said entitled cause, which said notice and said petition are respectively in the words and figures following, to wit:

Notice.

UNITED STATES OF AMERICA,
Northern District of Illinois, ss:

UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSEL, FRANCIS PEY-
130 ton, Gurdon S. Hubbard, Josiah S. } In chancey.
Breese, Henry L. Tuller, Ashbel
Steele, William Teal, Hiram Hugunin, Ebeneezer Peck, Richard J. Hamilton.

To JOHN B. F. RUSSELL.

SIR: Please to take notice that I shall apply on behalf of said complainants to the U. S. circuit court now in session in Chicago, on Wednesday morning the 10th inst., or as soon after as counsel can be heard, for a decretal order directing the master in chancery of said court to sell so much of the premises described in the bill of complaint formerly filed in said cause, and in the decretal order made therein at the June term, A. D. 1841, directing the sale of the mortgaged premises as remains unsold on account of the want of title, as alleged in the mortgagor of said premises. At which time you may appear and make such objections, if any you have, why said premises should not now be sold to satisfy the said decree and realize the balance of the moneys
131 due said complainants on the decree formerly entered in said case.

THO'S HOYNE,
U. S. Att'y for N. Dist. Ill's.

CHICAGO, *Dec'r* 9, 1856.

Rec'd Chicago, Dec'r 9, 1856, service of a copy of the within notice, and to the entering of said decree I waive all further notice, hereby consenting to such decree as is proposed for the sale of the premises remaining unsold, and described in said mortgage.

J. B. F. RUSSELL.

(Endorsed:) Filed Dec'b. 10th, 1856. W'm H. Bradley, cl'k.

Petition in chancery.

Of the adjourned October term of the United States circuit court in the year of our Lord eighteen hundred and fifty-six.

132 To the Honorable Thomas Drummond, judge of the circuit court of the United States, in chancery sitting:

The United States of America, by Thomas Hoyne, the United States attorney for the northern district of Illinois, would respectfully shew unto your honor that a decretal order of this honorable court was entered in favor of the United States at the June term thereof, A. D. eighteen hundred and forty-one, (1841,) against John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton, by which, among other things, it was ordered adjudged, and decreed that, all and singular the premises described in a certain bill of complaint, filed by the United States in said circuit court on the first day of September, A. D. eighteen hundred and forty-one, (1841,) to foreclose a certain mortgage executed by said John B. F. Russell to secure the sum of fifty-five thousand two hundred and fifty-three dollars and eighty-seven cents (55,253 87) to the said

133 United States of America, should be sold to satisfy the amount found to be due in and by the terms of said mortgage, which was found upon computation and report of the master in chancery to be the sum of sixty-six thousand eight hundred and fifty-seven dollars and eighteen cents, ($66,857 18.) And you' petitioners would further shew unto your honor that only a portion of the premises described in said bill of complaint, and in the said decretal order, were sold under said decree by the master in chancery to satisfy said amount so found due, as aforesaid, the whole amount of the said sales made being only two thousand nine hundred and twenty-seven dollars and seventy-five cents, ($2,927 75,) as appears from the report of said master in chancery filed in said cause on the 19th day of June, A. D. 1843, as by reference thereto will more fully and at large appear, and to which, for greater certainty, reference is hereby made.

134 And whereas, among other things which the said master in chancery embraced in his said report, it was alleged that the remainder of the said premises, described in the said bill of complaint and the said decretal order, were not sold, there being no good title in said mortgagor, as by reference which is hereby made to the said report, will more fully appear.

And your orators would also show unto your honor, that although the said premises have not since been sold on account of the said report, and the reasons alleged therein, it hath since been discovered, and your petitioners allege the fact to be, that the mortgagor had some title, right, and interest in and to the premises described in said bill of complaint which were the subject of sale on said decree, under the proceedings had in said cause, and the same still re-

main subject to sale under the operation of said decree to satisfy the said sum so due and owing as aforesaid, but which have not yet
135 been offered for sale, or sold to satisfy the amount of said decree.

And your petitioners having now discovered that there was at the date of said decree, and at the time of the execution of said mortgage, an interest and title in the mortgagor, which passed, by virtue of said mortgage, to the United States, in and to the following premises, which are described in said mortgage, and also in the said decretal order made as aforesaid, viz:

Those certain lots, pieces, or parcels of land, situate, lying, and being in the town of Canal Port, in the county of Cook, and State of Illinois, known and designated on the plat of said town, as on file in the recorder's office in said county, to wit: Lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) and twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) and twelve, (12,) in block twenty-four, (24;) lots one, (1,) two, (2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) and thirteen, (13,) in
136 block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) in block eighty-four, (84;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six, (86;) lots one, (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29;) lots two, (2,) three, (3,) four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six,
137 (6,) eleven, (11,) twelve, (12,) in block thirty-one, (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, (16,) in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three, (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;)
138 lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, (8,) in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,)

three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,) ten, (10,) in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64:) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67.) Also, those certain pieces or parcels of land, lying and being in the State of Illinois, and described as follows, to wit: The east half of section thirty-
139 three, (33,) township thirty-five, (35,) range six (6) east of the third p. m., containing three hundred and twenty acres; the east half of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the third p. m., containing three hundred and twenty acres; the southeast quarter of section four, (4,) township thirty-three, (33,) range nine (9) east of the third p. m., containing one hundred and sixty acres; and all that piece or parcel, or those pieces or parcels of land situated in the town of "Cottage Grove," Cook County, State of Illinois, as the same is delineated on a map or plat of said town on file in the recorder's office of said county, containing seventy-three acres, laid out in lots, lying in the northeast quarter of section thirty-five, (35,) in township thirty-nine, (39,) range fourteen (14) east of the third principal meridian.

And your petitioners would further show unto your honor that, with the exception of the amount already stated as having been realized
140 at said former sale, the said sum so due and owing, with interest accumulated thereon at the rate of six per cent. per annum under said decree, hath not been paid or satisfied, nor in any way discharged, nor hath any part thereof been ever paid to the complainants; but your petitioners aver that there is now due to the said original complainants, under and by virtue of said decree, the sum of one hundred and twenty-nine thousand five hundred and fifty-three dollars and twenty-eight cents, ($129,553 28) principal and interest accumulated on said sum, together with all legal and proper costs and the legal interest thereon so found due and owing by the said decree entered herein; and that the said mortgagor, who was made the principal defendant in said proceedings, has been, and still continues to be, unable to pay the said amount of money so found due and owing, and hath been, and continues to be, reputed insolvent and without other means, money, or
141 property, real or personal, out of which the said decree could have been, or can now be, satisfied at law or in equity. And your petitioners therefore pray that a further order and decree, by way of supplemental order and decree to the aforesaid proceedings taken in the above-entitled cause, may now be entered, directing the master in chancery of this honorable court to make sale of the aforesaid all and singular the premises described as aforesaid, at such time and place and upon such notice, under such proper regulations as this honorable court may think proper, to the highest bidders at such sale, for cash, with liberty to complainants to bid at such sale, and that he report his proceedings to this court, and that the money realized at such sale may be applied in payment of the sum found due and owing by the said decree, and that they may have such other and further orders, relief, or process as to this honorable court shall seem agreeable to equity

142 and good conscience in the premises and to the rules of this honorable court; and they will ever pray.

TH. HOYNE,
U. S. Att'y.

CHICAGO, *Dec'r 10th*, 1856.

(Endorsed: Filed Dec'b. 10th, 1856. W'm H. Bradley, cl'k.

On this day, to wit, the 7th day of January, A. D. 1857, in the record of the proceedings of said court for the northern district of Illinois is the following entry, to wit:

Supplemental decree.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, Gurdon S. Hubbard, Josiah H. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaglor, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, & Richard J. Hamilton, commissioner of school lands for Cook County. } In chancery.

143 In this case the complainants, by Thomas Hoyne, their solicitor, having appeared and filed their petition for a supplemental order on the 10th day of December, in the year of our Lord 1856, and it appearing that the said John B. F. Russell was duly notified thereof, and that he consented to such decree as is prayed for in said petition: It is thereupon adjudged, ordered, and decreed that all and singular the said mortgaged premises mentioned and described in said petition as follows, to wit: All those certain lots, pieces, or parcels of land situate, lying, and being in the town of Canal Port, in the county of Cook, and State of Illinois, known & described on the plat of said town as on file in the recorder's office in said county, to wit: Lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) and twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) and twelve, (12,) in block twenty-four, (24;) lots one, (1,) two, (2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) six-
144 teen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) and thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) in block eighty-four, (84;) lots thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six, (86;) lots one, (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29;) lots two, (2,) three, (3,) four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,) eleven, (11,) twelve, (12,) in block thirty-one, (31;) lots three, (3,) seven, (7,)

145 in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, (16,) in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three, (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;) lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, (8,) in
146 block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,) ten, (10,) in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block 66; lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67.)

Also, those certain pieces or parcels of land lying and being in the State of Illinois, and described as follows, to wit:

The east half of section thirty-three, (33,) township thirty-five, (35,) range six (6) east of the third principal meridian, containing three
147 hundred and twenty acres; the east half of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the third p. m., containing three hundred and twenty acres; the southeast quarter of section four, (4,) township thirty-three, (33,) range nine (9) east of third p. m., containing one hundred and sixty acres; and all that piece or parcel, or those pieces or parcels of land situate in the town of "Cottage Grove," Cook County, State of Illinois, as the same is or are delineated on a map or plat of said town on file in the recorder's office in said county, containing seventy-three (73) acres laid out in lots lying in the northeast quarter of section thirty-five, (35,) in township thirty-nine, (39,) range fourteen (14) east of the third p. m., be sold to the highest bidder for cash, by and under the direction of Frederick J. Nelson, he being appointed special master of this court for such purpose, and being duly authorized and empowered to make such
148 sale, the said master giving twenty days' notice of such sale by advertisement in some newspaper published in the city of Chicago, county of Cook, and State of Illinois, and that the said master execute a deed or deeds of the said premises; and it is further ordered, adjudged, and decreed that, out of the money arising from the sale of said premises above described, the said master pay the costs of this suit, together with all costs, charges, and commissions of said sale, and that he pay

over to said complainants the sum of one hundred and twenty-nine thousand five hundred and fifty-three dollars and twenty-eight cents, ($129,553 28,) and the interest thereon from the day of the date of such sale, at the rate of six per cent. per annum, if there be so much money arising from said sale, and that he bring the balance of said purchase money, if any, into this court, and that he report his proceedings herein at the next term of this court. And it is further ordered, ad-
149 judged, and decreed that the said complainants shall have liberty to bid at such sale.

On this day, to wit, the 4th day of February, A. D. 1867, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

Order correcting sup'l decree.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, et al. } In chancery.

It appearing that there are certain errors in the decree entered in the above-entitled cause at the present term of court, it is therefore ordered that the said errors be, and the same are hereby, corrected as follows, to wit: Lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72,) shall be inserted in said decree after the description of lots in block
150 seventy, (70;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) described in block seventy-seven, (77,) in said decree, shall be stricken out. Lots one, (1,) two, (2,) three, (3,) four, (4,) shall be inserted in the description of lots in block eighty-six, (86,) in said decree. And it is hereby further ordered that the above correction of errors in said decree shall refer back to the day of the date of the record thereof, and be entered now as of that day, and have the same effect as if then entered.

On this day, to wit, the 7th day of May, A. D. 1857, came Frederick J. Nelson, esq., the special master, and filed his report of sale in said entitled cause, and also the proofs of notices by publication, which said report and proofs of notices are respectively in the words and figures following, to wit:

Master's report of sale on sup'l decree.

In chancery in the United States circuit court for the northern district of Illinois.

UNITED STATES
vs.
JOHN B. F. RUSSELL & OTHERS.

151 In pursuance of and by virtue of a decretal order of this court made in the above cause, and bearing date the 7th day of January, in the year 1857, by which it was, among other things, adjudged,

ordered, and decreed that all and singular the mortgaged premises mentioned and described in the petition for a supplemental order filed in this cause December the tenth, one thousand eight hundred and fifty-six, and hereinafter described, be sold to the highest bidder for cash by and under the direction of Frederick J. Nelson, special master of said court, appointed for such purpose, and duly authorized and empowered to make such sale; that said master should give twenty days' notice of such sale by advertisement in some newspaper published in the city of Chicago, county of Cook, and State of Illinois; that said master should execute a deed or deeds of the said premises, and that out of the money arising from the sale of said premises the said master should pay
152 the costs of this suit, together with all costs, charges, and commissions of said sale, and that he should pay over to said complainants the sum of one hundred and twenty-nine thousand five hundred and fifty-three dollars and twenty-eight cents, and the interest thereon from the day of the date of such sale, at the rate of six per cent. per annum, if there be so much money arising from such sale, and that he should bring the balance of such purchase money, if any, into this court, and that he should report his proceedings herein at the next term of this court, and that the said complainants should have liberty to bid at such sale, I, the subscriber, having been appointed a special master in chancery to execute said decretal order, do respectfully certify and report:

That I advertised said premises to be sold by me on the 25th day of February, in the year 1857, at the hour of 10 o'clock a. m., at the north door of the court-house, in the city of Chicago, in the Chicago
153 Daily Times, a newspaper printed and published in Cook County, State of Illinois.

I further certify and report that I did not sell said premises on the said 25th day of February, 1857, in consequence of instructions received by me from the Solicitor of the Treasury, requiring me to postpone said sale.

I further certify and report that, acting under the further instructions of the Solicitor of the Treasury I again advertised said premises in the said Chicago Daily Times, on the 14th day of April, 1857, excepting from said advertisement all the lands mentioned and described in said decretal order which were not situate in said town of Canal Port, it being the opinion of the said Solicitor of the Treasury that the United States had no lien on the same; that said advertisement *contained* in said Chicago Daily Times during the space of twenty days, and set forth that I would sell at public sale at the north door of the court-house, in the city of Chicago, on the 5th day of May, 1857, to
154 the best and highest bidder, for cash, all the interest of the said John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard T. Hamilton, in and to the said premises.

I do further certify and report that, on the said 5th day of May, 1857, the day on which the said premises were so advertised to be sold as aforesaid, I attended at the time and place fixed for said sale, and exposed said premises advertised as aforesaid for sale at public auction to the best and highest bidder, for cash, and the said premises were then and there fairly struck off to Hezekiah Young, at the sum of four thousand and one dollars, he being the best and highest bidder therefor, and that being the highest sum bidden for the same.

And I do further certify and report that I have executed, acknowl-

edged, and delivered to the said purchaser the usual master's deed for the said premises, and have paid over or disposed of the pur-
155 chase money or proceeds of said sale as follows, to wit:

I have retained in my hands the sum of three hundred and thirty dollars and twenty-five cents, being the amount of my fees, commissions, and disbursements on said sale, and the United States district attorney's fees for services, as will appear by reference to the statement of the items thereof, annexed to this my report, and the receipts herewith filed, to which I refer; and I have paid to William H. Bradley clerk of said court, in pursuance of said decretal order, the sum of three thousand six hundred and seventy dollars and seventy-five cents, and have taken a receipt therefor, which is hereto annexed.

And I further certify that the premises so sold and conveyed as aforesaid were described in said decretal order, and in the deed so executed by me as aforesaid, as follows, to wit:

All those certain lots, pieces, or parcels of land situate, lying, and being in the town of Canal Port, in the county of Cook, and State
156 of Illinois, known and described on the plat of said town, as on file in the recorder's office in said county, to wit: Lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) and twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) and twelve, (12,) in block (24;) lots one, (1,) two, (2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) and sixteen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) and thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven,
157 eight, (8,) nine, (9,) ten, (10,) eleven, (11,) in block eighty-four, (84;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six, (86;) lots one, (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29;) lots, two, (2,) three, (3,) four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,) eleven, (11,) twelve, (12,) in block thirty-one, (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, (16,) in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three, (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,)
158 nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots

two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;) lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, (8,) in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,) ten, (10,) in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven,
159 (11,) twelve, (12,) in block sixty-seven, (67.)

FRED. J. NELSON,
Special Master.

All of which is respectfully submitted.

FREDERICK J. NELSON,
Special Master in Chancery.

CHICAGO, *May 6th*, 1857.

Statement of master's fees, commissions, and disbursements on the sale referred to in the preceding report.

Master's commissions on $4,001, proceeds sale	$200	00
Printer's bill, publishing two advertisements	70	00
Preparing deed of premises for purchaser	5	00
Report of sale, &c	5	00
Commissioner's fee for acknowledgment of deed		25
	280	25
U. S. District Att'y's fees	50	00
	330	25

(Endorsed:) Filed May 7th, 1867. William H. Bradley, cl'k.

160 *Notice by publication.*

In the United States circuit court for the northern district of Illinois.

UNITED STATES
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, GURdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton. } In chancery.

By virtue of a decree of the United States circuit court for the northern district of Illinois rendered in the above-entitled cause, the subscriber, a special master in chancery of said court, appointed for

the purpose, will sell at public sale at the north door of the court-house, in the city of Chicago, on the 25th day of February, in the year 1857, at the hour of 10 o'clock a. m., to the best and highest bidder for cash, all the interest of the above defendants in and to the following-
161 described premises, to wit:

All those certain lots, pieces, or parcels of land situate, lying, and being in the town of Canal Port, in the county of Cook, and State of Illinois, known and described on the plat of said town, as on file in the recorder's office in said county, to wit: Lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) and twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10.) eleven, (11,) and twelve, (12,) in block twenty-four, (24;) lots one, (1,) two, (2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) and sixteen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) and thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen,
162 (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10) eleven, (11,) in block eighty-four, (84;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six, (86;) lots one, (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29;) lots two, (2,) three, (3,) four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,) eleven, (11,) twelve, (12,) in block thirty-one, (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, (16,) in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three,
163 (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11;) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;) lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, (8,) in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block
164 fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,) ten, (10,) in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteeen, (14,)

in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67.) Also, those certain pieces or parcels of land, lying and being in the State of Illinois, described as follows, to wit: The east half of section thirty-three, (33,) township thirty-five, (35,) range six (6) east of the third principal meridian, containing three hundred and twenty acres; the east half of section twenty-eight, (28,) township thirty-five, (35,) range six (6) east of the third principal meridian, containing three hundred and twenty acres; the southeast quarter of section four, (4,) township thirty-three, (33,) range nine
165 (9) east of the third principal meridian, containing one hundred and sixty acres; and all that piece or parcel or those pieces or parcels of land situate in the town of Cottage Grove, Cook County, State of Illinois, as the same is or are delineated on a map or plat of said town, on file in the recorder's office of said county, containing seventy-three acres, laid out in lots, lying in the northeast quarter of section thirty-five, (35,) in township thirty-nine, (39,) range fourteen (14) east of the third principal meridian.

FRED. J. NELSON,
Special Master.

OFFICE OF THE CHICAGO DAILY AND WEEKLY TIMES,
43 & 45 LA SALLE STREET,
Chicago, Ill., March 10, 1857.

Mr. FRED. J. NELSON

To "Chicago Times," DR.

To pub. chancery notice, 10 sq'es, daily, 1 mo..... $40 00

Received payment,

SHEAHAN & CAMERON,
Per JA'S W. SHEAHAN.

166 I hereby certify that the annexed publication was inserted in The Chicago Daily Times upon my order.

FRED. J. WILSON,
Special Master in Chancery.

(Endorsed:) Filed May 7th, '57. W'm H. Bradley, cl'k.

Notice by publication.

In the United States circuit court for the northern district of Illinois.

UNITED STATES *vs.* JOHN B. F. RUSSELL, FRANCIS PEYTON, GURdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Ashbel Steele, William Teal; Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton.	In chancery.

By virtue of a decree of the United States circuit court for the
167 northern district of Illinois, rendered in the above-entitled cause,

the subscriber, a special master in chancery of said court, appointed for the purpose, will sell at public sale, at the north door of the court-house, in the city of Chicago, on the 5th day of May, in the year 1857, at the hour of 10 o'clock a. m., to the best and highest bidder, for cash, all the interest of the above defendants in and to the following-described premises, to wit:

All those certain lots, pieces, or parcels of land situate, lying, and being in the town of Canal Port, in the county of Cook, and State of Illinois, known and described on the plat of said town as on file in the recorder's office in said county, to wit: Lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) and twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) and twelve, (12,) in block twenty-four, (24;) lots one, (1,) two, (2,) three, (3,) four, (4,) fourteen, (14,) fifteen, (15,) and sixteen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) and thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4;) two, (2,) in
168 block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) in block eighty-four, (84;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-six, (86;) lots one, (1,) five, (5,) fifteen, (15,) sixteen, (16,) in block twenty-nine, (29;) lots two, (2,) three, (3,) four, (4,) in block eighty-eight, (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,) eleven, (11,) twelve, (12,) in block thirty-one, (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block
169 thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, (16,) in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six, (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three, (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty-three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen, (16,) in block forty-four, (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;) lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, (8,) in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,)
170 seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, (8,)

ten, in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67.)

FRED. J. NELSON,
Special Master.

OFFICE OF THE CHICAGO DAILY AND WEEKLY TIMES,
43 & 55 LA SALLE ST.,
Chicago, Ill., April 14, 1857.

Mr. FRED. J. NELSON

To "Chicago Times," DR.

171 To adv. chancery notice, 8 sq'r's, 3 w'ks.. ..... $30 00
Received payment,

SHEAHAN & CAMERON,
Per JAS. W. SHEAHAN.

(Endorsed:) Filed May 7th, 1857. W'm H. Bradley, cl'k.

On this day, to wit, the 8th day of May, A. D. 1857, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

Confirmation nisi.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaglor, Ashbel Steele, et al. } In chancery.

Frederick J. Nelson, esq., the special master herein, this day filed his report of his doings herein, together with his vouchers, and, on
172 motion of the district attorney, it is ordered by the court that said report be in all things confirmed, unless cause be shown to the contrary by Monday morning next.

On this day, to wit, the 11th day of May, A. D. 1857, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

Confirmation of report.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL, FRANCIS PEYTON, Gurdon S. Hubbard, et al. } In chancery.

No cause having been shown to the contrary, it is now ordered by the court, on motion of the district attorney, that the report of F. J. Nelson,

esq., of the sale of the lands and real estate described in the decree heretofore entered herein, made and filed on the 8th instant, be in all things confirmed.

And it is further ordered by the court that a check be drawn upon the depositary, to the order of the clerk of this court, for thirty-
173 six hundred and seventy dollars and seventy-five cents, being the proceeds of the sale of the real estate sold by the commissioner herein, for the purpose of enabling the clerk to pay the sum over to the complainants herein.

On this day, to wit, the 15th day of May, A. D. 1857, came Frederick J. Nelson, esq., special master, and filed in said clerk's office the proof of notice by publication in said entitled cause, which said proof is in the words and figures following, to wit:

Publicati'n notice.

In the United States circuit court for the northern district of Illinois.

UNITED STATES *vs.* JOHN B. F. RUSSELL, FRANCIS PEYTON, GURDON S. Hubbard, Josiah S. Breese, Henry L. Tuller, Ashbel Steele, William Teal, Hiram Hugunin, Ebenezer Peck, and Richard J. Hamilton.	In chancery.

174 By virtue of a decree of the United States circuit court for the northern district of Illinois, rendered in the above-entitled cause, the subscriber, a special master in chancery of said court, appointed for the purpose, will sell at public sale, at the north door of the court-house, in the city of Chicago, on the 5th day of May, in the year 1857, at the hour of 10 o'clock a. m., to the best and highest bidder, for cash, all the interest of the above defendants in and to the following described premises, to-wit:

All those certain lots, pieces, or parcels of land situate, lying, and being in the town of Canal Port, in the county of Cook, and State of Illinois, known and described on the plat of said town as on file in the recorder's office in said county, to wit: Lots five, (5,) six, (6,) seven, (7,) eight, (8,) ten, (10,) eleven, (11,) and twelve, (12,) in block eighteen, (18;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) and twelve, (12,) in block twenty-four, (24;) lots one, (1,) two, (2,) three, (3, four, (4,) fourteen, (14,) fifteen, (15,)
175 and sixteen, (16,) in block twenty-six, (26;) lots one, (1,) three, (3,) and thirteen, (13,) in block twenty-eight, (28;) lots eight, (8,) six, (6,) four, (4,) two, (2,) in block sixty-eight, (68;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy, (70;) lots one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) eleven, (11,) twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-two, (72;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block seventy-seven, (77;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine, (9,) ten, (10,) in block eighty, (80;) lots one, (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty-two, (82;) lots five, (5,) six, (6,) seven, (7,) eight, (8,) nine (9,) ten, (10,) eleven, (11,) in block

eighty-four, (84;) lots one (1,) two, (2,) three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) in block eighty six, (86;) lots one, (1,) five, (5,) fifteen (15,) sixteen, (16,) in block twenty-nine, (29;) lots two, (2,) three, (3,) four, (4,) in block eighty-eight (88;) lots six, (6,) seven, (7,) fifteen, (15,) sixteen, (16,) in block thirty, (30;) lots four, (4,) six, (6,)
176 eleven, (11,) twelve, (12,) in block thirty-one (31;) lots three, (3,) seven, (7,) in block thirty-two, (32;) lots five, (5,) eight, (8,) ten, (10,) in block thirty-three, (33;) lots three, (3,) four, (4,) eleven, (11,) sixteen, (16,) in block thirty-four, (34;) lots five, (5,) six, (6,) ten, (10,) eleven, (11,) in block thirty-five, (35;) lots two, (2,) four, (4,) five, (5,) twelve, (12,) in block thirty-six (36;) lots one, (1,) eleven, (11,) twelve, (12,) fifteen, (15,) in block thirty-seven, (37;) lots two, (2,) three, (3,) four, (4,) fourteen, (14,) in block thirty-eight, (38;) lots one, (1,) seven, (7,) fourteen, (14,) fifteen, (15,) in block thirty-nine, (39;) lots two, (2,) six, (6,) seven, (7,) eleven, (11,) in block forty, (40;) lots eight, (8,) ten, (10,) eleven, (11,) twelve, (12,) in block forty-one, (41;) lots two, (2,) five, (5,) eight, (8,) twelve, (12,) in block forty-two, (42;) lots three, (3,) five, (5,) seven, (7,) nine, (9,) in block forty three, (43;) lots seven, (7,) twelve, (12,) thirteen, (13,) sixteen (16,) in block forty-four (44;) lots three, (3,) four, (4,) fifteen, (15,) seventeen, (17,) in block forty-six, (46;) lots two, (2,) six, (6,) eleven, (11,) thirteen, (13,) in block forty-seven, (47;) lots two, (2,) three, (3,) ten, (10,) eleven, (11,) in block forty-eight, (48;)
177 lots one, (1,) twelve, (12,) fourteen, (14,) in block fifty, (50;) lots six, (6,) eight, (8,) in block fifty-one, (51;) lots seven, (7,) eight, in block fifty-two, (52;) lots one, (1,) four, (4,) in block fifty-three, (53;) lots five, (5,) seven, (7,) in block fifty-four, (54;) lots one, (1,) three, (3,) in block fifty-five, (55;) lots four, (4,) seven, (7,) in block fifty-six, (56;) lots one, (1,) four, (4,) in block fifty-eight, (58;) lots four, (4,) six, (6,) eight, (8,) in block fifty-nine, (59;) lots five, (5,) seven, (7,) eight, ten, (10,) in block sixty, (60;) lots three, (3,) four, (4,) thirteen, (13,) fourteen, (14,) in block sixty-one, (61;) lots one, (1,) two, (2,) four, (4,) in block sixty-two, (62;) lots four, (4,) seven, (7,) nine, (9,) ten, (10,) in block sixty-three, (63;) lots one, (1,) two, (2,) fifteen, (15,) sixteen, (16,) in block sixty-four, (64;) lots six, (6,) thirteen, (13,) fourteen, (14,) fifteen, (15,) in block sixty-five, (65;) lots four, (4,) thirteen, (13,) fifteen, (15,) sixteen, (16,) in block sixty-six, (66;) lots five, (5,) seven, (7,) eleven, (11,) twelve, (12,) in block sixty-seven, (67.)

FRED. J. NELSON,
Special Master.

178 This certifies that the appended notice has been published in the Chicago Daily Times, a newspaper printed and published in the city of Chicago, county of Cook, and State of Illinois, twenty times, consecutively, commencing with the 14th April, 1857, and that we have received dollars for publishing the same.

SHEAHAN & CAMERON,
Publishers.

Per JA'S.

(Endorsed:) Filed May 15th, 1857. Wm. H. Bradley, cl'k.

179 NORTHERN DISTRICT OF ILLINOIS, *ss:*

I, William H. Bradley, clerk of the circuit court of the United States for said district, hereby certify the above and foregoing to be a true, correct, and complete transcript of the record of all the proceedings in chancery had in said court in said entitled cause, wherein the

United States of America are complainants, and John B. F. Russell, and others, are defendants, as the same now appears of record remaining in my custody.

In testimony whereof I have hereunto set my hand and affixed the seal of said circuit court at my office, in the city of Chicago, in said district, this first day of May, A. D. eighteen hundred sixty-seven, and of our independence the ninety-first year.

[SEAL.] W'M H. BRADLEY, *Clerk.*

[5 cents int. rev. stamp, cancelled.]

180 The foregoing testimony of Seth Paine, was admitted under objection by plaintiffs' counsel and subject to the opinion of the court as to its competency, and the court being of opinion that the said transcript was admissible in evidence overruled the defendants' objection, to which ruling of the court, the defendants then & there excepted.

The plaintiff also read a deed from G. A. O. Beaumont to United States, dated April 21, 1843, recorded in Grundy Co., March 18, 1844, which said deed and also the confirmation of the master's report, are as follows:

Beaumont deed to U. S.

This indenture made the twenty-first day of April, in the year of our Lord one thousand eight hundred and forty-three, between George A. O. Beaumont, one of the masters in chancery of the United States circuit court for the district of Illinois, party of the first part, and The United States of America, party of the second part: Whereas, at the June term of the United States circuit court for the district of Illinois, in the year one thousand eight hundred and forty-one, in chancery sitting, it was by said court, among other things, ordered, adjudged,

181 and decreed in a certain case then depending in said court, wherein The United States of America was complainant, and John B. F. Russell, Francis Peyton, Gurdon S. Hubbard, Josiah S. Breese, Henry L. Tuller, Augustus Garrett, Frederick F. Flaglor, Ashbell Steel, William Teal, Hiram Hugunin, Ebenezer Peck, & Richard J. Hamilton, commissioner of school lands for Cook County, were defendants, that the mortgaged premises set forth in said bill of complaint in said cause, and which are hereinafter described, be sold to the highest bidder, by and under the direction of one of the masters of said court, he being empowered to make such sale, the said master giving sixty days' notice of such sale by posting up three written notices of sale in the several counties where said premises are situated, and that the said master execute and deliver to the purchaser or purchasers thereof a deed or deeds of said premises;

And whereas the said George A. O. Beaumont, master in chancery as aforesaid, and party of the first part to these presents, did, in pursuance of the above recited order and decree and the rules of said court, after advertising said premises for sale in a public newspaper in said district,

and putting up the notices as above required more than sixty

182 days before said sale, and causing said premises to be appraised as required by the rules of said court, on the twentieth and twenty-first day of April, A. D. one thousand eight hundred and forty-three, sell at public auction, all and singular the said mortgaged premises hereinafter particularly described, at which sale the same were struck

off to the United States of America, party of the second part to these presents, for the sum of two thousand nine hundred and twenty-seven dollars and seventy-five cents, that being the highest and best bid for the same:

Now this indenture witnesseth: That the said George A. O. Beaumont, master in chancery as aforesaid, and party of the first part to these presents, in order to carry into effect the said sale, made in pursuance of the decree of the said court above recited, and by virtue of the law in such case made and provided, and in consideration of the premises, and of the said sum of two thousand nine hundred and twenty-seven dollars and seventy-five cents, paid at the time of the execution hereof by the said party of the second part to the said George A. O. Beaumont,
183 master in chancery as aforesaid, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm unto the said party of the second part and assigns forever, all those certain pieces, parcels, or lots of land, situate, lying, and being in the county of Will & State and district of Illinois aforesaid, known and designated as being the north half and the southwest quarter of section number four, (4,) township number thirty-five, (35,) range number nine (9) east of the third principal meridian, containing four hundred and eighty (480) acres.

Also, section number eighteen, (18,) in township number thirty-five (35) north, of range number nine (9) east of the third principal meridian, containing five hundred & sixty-one & ninety-four hundredths, ($561\frac{94}{100}$th) acres.

Also, the west half of *of* section number eight, (8,) in the same township and range, containing three hundred and twenty (320) acres.

Also, the following-described lots, pieces, or parcels of land, situate, lying, and being in the county of Will aforesaid, known and desig-
184 nated as being the west half of the southwest quarter of section number twenty-eight, (28,) in township number thirty-six north, of range number nine, (9,) containing eighty 80 acres.

Also, the following-described lots, pieces, or parcels of land, situate, lying, and being in the county of Grundy, and State and district aforesaid, known and designated as being section number twenty-six, (26,) in township number thirty-four (34) north, of range number seven (7) east of the third principal meridian, containing six hundred and forty (640) acres.

Also, the west half of the southeast quarter, and the east half of the northeast quarter of section number thirteen, (13,) in township number thirty-three north, of range number eight (8) east of the third principal meridian, containing in all one hundred & sixty (160) acres.

Also, the south half of section number twenty-four, (24,) & same township and range, containing three hundred & twenty (320) acres.

Also, a part of the south half and northwest quarter of section number two, (2,) township number thirty-three (33) north, of range number eight (8) east of the third principal meridian, containing sixty
185 (60) acres.

Also, the east half of the northwest quarter of section number twenty-eight, (28,) township number thirty-five (35) north, of range number six (6) east of the third principal meridian, containing eighty (80) acres.

Also, the northeast quarter of section number twenty-three, (23,) in township number thirty-five (35) north, of range number eight (8) east

of the third principal meridian, containing one hundred & sixty (160) acres.

Also, the north half of section number eighteen, (18,) in township number thirty-seven (37) north, of range number thirteen (13) east of the third principal meridian, containing three hundred and five & fifty hundreths ($305\frac{50}{100}$) acres, said last-mentioned tract being situate in the county of Cook, & State & district of Illinois aforesaid.

Together with all and singular the rights, members, privileges, hereditaments, and appurtenances belonging to the same, or in any wise appertaining: To have and to hold all and singular the said premises
above mentioned and described and hereby granted and conveyed,
186 or intended so to be, with the appurtenances, unto the said party
of the second part and assigns, to the only proper use, benefit, and behoof of the said party of the second part and assigns forever.

In witness whereof the said George A. O. Beaumont, master in chancery as aforesaid, hath hereto set his hand and seal the day and year first above written.

GEO. A. O. BEAUMONT, [SEAL.]
Master in Ch'y, Il.

Sealed and delivered in presence of—
MARK SKINNER.

STATE OF ILLINOIS, *Cook County:*

Personally appeared before me, the clerk of the county commissioners' court in and for said county, George A. O. Beaumont, master in chancery for the district court of the United States for the district of Illinois, who declared he signed, sealed, & delivered the above deed freely & voluntarily for the uses & purposes therein set forth.

{ SEAL COMMISSIONER'S COURT, COOK COUNTY, ILLINOIS. } In testimony whereof I have hereto set my hand & the seal of said county, this 27th day of April, A. D. 1843.
187 GEO. DAVIS, *Clk.*

STATE OF ILLINOIS,
Grundy County, ss:

RECORDER'S OFFICE,
Morris, March 18th, 1844.

I hereby certify that the foregoing instrument was filed for record on the 15th inst., at 8 o'clock a. m., and duly recorded this day in book A of deeds, pages 330, '1, '2, '3.

Fees, $2 35, paid.

L. W. CLAYPOOL,
Recorder.

STATE OF ILLINOIS,
Kendall County, ss:

I hereby certify this deed was filed in this office for record July 12th, 1844, at six o'clock p. m., and duly recorded in book B of deeds, page 216, '17.

Recorder's office, Yorkville, July 13th, 1844.

NORMAN DODGE,
Recorder.

Fees, $2 33, paid.

188 STATE OF ILLINOIS, *Will County:*

On the 5th day of February, 1844, the within deed was left for record and duly recorded in book H, pages 292, '3, & '4.

4835.] ROB'T C. DUNCAN,
Recorder.

Filed Feb'y 5th, 1844. Fees, $2 33. Paid.

STATE OF ILLINOIS, *Cook County:*

On the 16th day of October, A. D. 1843, the within deed was left for record and duly recorded in book 9 of deeds, page 547.

W'M B. EGAN, *Recorder.*

Confirmation of master's report.

MONDAY, *June* 19, 1843.

Court met pursuant to adjournment.
Present, the Hon'l Nathaniel Pope, judge.

THE UNITED STATES OF AMERICA
vs.
JOHN B. F. RUSSELL & OTHERS. } In chancery.

189 And now at this day come the said complainants, by J. Butterfield, their solicitor, and file the report of sale of George A. O. Beaumont, a master appointed in this cause, and on motion of said complainants, it is ordered that the said report of the said master be confirmed and stand ratified by this court, and the court tax and allow the costs of said master to the sum of one hundred and twenty-four dollars and thirty-four cents.

Plaintiff next offered in evidence a deed from R. H. Gillett, Solicitor of the Treasury of the United States, to W'm W. Corcoran, dated Dec. 28th, 1847, recorded in Grundy Co., July 21st, 1848.

To the admission of this deed, the defendants, by their counsel, then and there objected, on the ground that it did not appear thus far in the proceedings in this cause, that the United States had any title to the premises in controversy, except as mortgagees, and that as said deed did not purport to assign or convey to the grantee any part or por-
190 tion of the mortgage debt, and as the defendants claimed, it did not appear that said mortgage had been foreclosed as against Josiah H. Breese, the owner of the equity of redemption of the premises in controversy, therefore said deed from the Solicitor of the Treasury of the United States to said Corcoran, did not pass to the grantee any legal title or estate to the premises in controversy. But the court overruled said objections of defendants and permitted said deed to be read in evidence in support of the plaintiffs' title; to which ruling and decision of the court the defendants, by their counsel, then and there excepted; which said deed is as follows:

U. S. to Corcoran.—Deed.

In consideration of the sum of four hundred and twenty-five $\frac{60}{100}$ dollars paid to the United States by William W. Corcoran, of the city of Washington, in the county of Washington, and District of Columbia,

the said United States by Ransom H. Gillet, Solicitor of the Treasury,
in pursuance of the authority conferred on him by virtue of an
191 act of Congress, entitled "An act to provide for the appointment
of a Solicitor of the Treasury," approved May 29th, 1830, hereby release, sell, assign, transfer, convey, and quitclaim unto the said William W. Corcoran, his heirs and assigns, all the right, title, interest, claim, and demand of the United States, in law and in equity, in possession, reversion, or remainder of, in, and to the following-described property, to wit:

All those certain pieces or parcels of land situate in the county of Grundy, and State of Illinois, being section number twenty-six (26,) in township thirty-four (34) north, range seven east of third principal meridian, containing six hundred & forty acres; also, the south half of section twenty-four, (24,) in township thirty-three (33) north, of range eight east of the 3rd principal meridian, containing three hundred and twenty acres; and the northeast quarter of section twenty-three, (23,) in township thirty-five (35) north, of range eight east of the third prin-
. cipal meridian, containing one hundred and sixty acres, making
192 together eleven hundred and twenty acres, being a part of the property conveyed to the United States of America by George A. O. Beaumont, master in chancery, under a decree of the circuit court of the United States for the district of Illinois, against John B. F. Russell & others, by deed bearing date the 21st of April, 1843, recorded in the registry of deeds for Grundy County aforesaid, liber A, folios 330, '1, '2, & '3.

To have and to hold the same to his use and to his heirs and assigns forever, free of any claim on the part of the United States.

In witness whereof the said Solicitor of the Treasury hath, in behalf of the said United States, set his hand and affixed his seal this twenty-eighth day of December, in the year one thousand eight hundred and forty-seven.

R. H. GILLET, [SEAL.]
Solicitor of the Treasury.

Signed, sealed, and delivered in presence of—
B. F. PLEASANTS,
ISAAC ANGUEY.

OFFICE OF THE SECRETARY OF THE TREASURY,
December 28th, 1847.

The above sale is approved.

M. C. YANCY,
Acting Secretary.

193 DISTRICT OF COLUMBIA,
City and County of Washington, ss:

Be it remembered that, on the twenty-second day of April, eighteen hundred and forty-eight, before me, the subscriber, a commissioner in and for said district, appointed by the governor of the State of Illinois, to take the acknowledgment and proof of deeds and other writings under seal to be used and recorded in the said State of Illinois, and to administer oaths and affirmations, appeared Ransom H. Gillet, Solicitor of the Treasury, who is personally well known to me to be the individual described in and who executed the within instrument, and acknowl-

edged to me that he had executed the same by the authority and for the uses and purposes therein mentioned.

Given under my hand and seal.

[SEAL.] CHARLES DE GELDING,
Commissioner.

STATE OF ILLINOIS,
Grundy County, ss:

194 I, Patrick Kelly, recorder in and for said county, do hereby certify that the within deed was filed for record on the 21st day of July, A. D. 1848, at 9 o'clock, a. m., and duly recorded in book C of deeds, page 334.

PATRICK KELLY, *Recorder.*

STATE OF ILLINOIS,
Kendall County, ss:

I, M. A. Fenton, recorder in and for said county, do certify that this deed was filed for record, July 27th, A. D. 1848, at 4 o'clock, p. m., and duly recorded in book E, page 263.

Recorder's office, Oswego, July 27th, A. D. 1848.

M. A. FENTON, *Recorder.*

195 The plaintiffs next offered in evidence a deed from William W. Corcoran to Laurason Riggs, dated Dec. 28, 1866; filed for record in Grundy Co., January 9, 1867, in words and figures following, to wit:

Deed from Corcoran to Riggs.

This indenture made this twenty-eighth day of December, in the year of our Lord one thousand eight hundred and sixty-six, by and between William W. Corcoran, of the city of Washington, and District of Columbia, of the first part, and Laurason Riggs, of New York City, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of eight thousand seven hundred dollars, current money of the United States, to him in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, aliened, enfeoffed, and conveyed, and by these presents doth grant, bargain, and sell, alien, enfeoff, and convey, unto the said party of the second part, his heirs and assigns, the whole of section 26, (twenty-six,) in township 34 (thirty-four) north, of range 7 (seven) east, situated in Grundy
196 County, in the State of Illinois, together with the improvements, privileges, appurtenances, and other hereditaments to the same belonging and appertaining, and all the estate, right, title, interest, claim, and demand whatsoever, both at law and in equity, of the said party of the first part in and to the same. To have and to hold the same, with the improvements, et cetera, as aforesaid, unto him, the said party of the second part, his heirs and assigns, to their sole use, benefit, and behoof, forever.

And the said William W. Corcoran, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the second part, his heirs, and assigns, to warrant and defend the land and premises, with the improvements, et cetera, as aforesaid, unto him,

the said party of the second part, his heirs, and assigns, against himself, the said William W. Corcoran, his heirs, and assigns, and against all other persons lawfully claiming or to claim the same, or any part thereof, by, through, or under him, them, and any and every of them: And upon this further covenant, to make, execute, and deliver, at any time hereafter, at the reasonable request and cost of the said party of the second part, his heirs, and assigns, such other and further deeds and assurances in law, as by them, or their counsel, may be devised or required, the more fully and effectually to vest in the said party
197 of the second part, his heirs, and assigns, the title and estate of the said party of the first part, in and to the property and other hereditaments hereby intended to be conveyed.

In testimony whereof, the said party of the first part hath hereunto set his hand and affixed his seal, the day and year first hereinbefore written.

W. W. CORCORAN. [SEAL.]

Signed, sealed, and delivered—being first duly stamped $9—in presence of—

[$9 int. rev. stamps, cancelled.]

DISTRICT OF COLUMBIA,
County of Washington, to wit:

I, Anthony Hyde, notary public in and for said county, do hereby certify that William W. Corcoran, party to a certain deed bearing date on the twenty-eighth day of December, A. D. eighteen hundred and sixty-six, and hereunto annexed, personally appeared before me, in my county aforesaid, the said William W. Corcoran, being personally well known to me as the person who executed the said deed, and acknowledged the same to be his act and deed.

Given under my hand and notarial seal this twenty-eighth day of December, A. D. eighteen hundred and sixty-six.

[NOTARIAL SEAL.] ANTHONY HYDE,
Notary Public.

198 DISTRICT OF COLUMBIA,
County of Washington, sct:

Be it remembered that, on this twenty-eighth day of December, A. D. eighteen hundred and sixty-six, in the city of Washington, and county and district aforesaid, before me, Anthony Hyde, a commissioner residing in said district—duly appointed a commissioner by the governor of the State of Illinois to take the acknowledgment and proof of the execution of deeds and other instruments in writing under seal, to used or recorded in said State—personally appeared William W. Corcoran, who is personally known to me to be the person whose name is subscribed to the annexed deed to Laurason Riggs as having executed the same, and acknowledged that he had executed the same for the uses and purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed my official seal as commissioner of the said State of Illinois, at my office in Wasington City, in said District of Columbia, the said 28th day of December, A. D. 1866.

[COMMISSIONER'S SEAL.] ANTHONY HYDE.
Commissioner of the State of Illinois for the District of Columbia.

UNITED STATES OF AMERICA,
State of Illinois, ss:

199 I, Sharon Tyndale, secretary of state of the State of Illinois, hereby certify that Anthony Hyde, before whom the foregoing instrument was acknowledged, is now, and was at the time of taking thereof, a commissioner of this State in and for the county of Washington, in the Dist. of Columbia, duly authorized and empowered by law to take the same; that I have compared the signature of the foregoing certificate, and the impression of his seal thereto attached, with the signature of said commissioner, and the impression of his seal, deposited in my office, and verily believe the same to be genuine.

In witness whereof I hereunto set my hand and affix the great seal of State, at the city of Springfield, this 7th day of January, A. D. 1867.

{ SEAL OF THE STATE OF ILLINOIS. }

SHARON TYNDALE,
Secretary of State.

STATE OF ILLINOIS,
Grundy County, ss:

This instrument was filed for record January 9th, 1867, and duly recorded in book 20 of deeds, page 556.

JOHN B. DAVIDSON,
Recorder.

200 This was all the plaintiffs' evidence-in-chief, and he here rested his case.

It was then agreed between the parties that, in 1837, and until 1841, the premises in controversy were in La Salle County, and that Grundy County, in which the premises are now situated, was formed out of La Salle County in 1841, under the act of the general assembly of the State of Illinois, approved Feb. 19th, 1841.

The defendants then offered and read in evidence a transcript of the record of a deed from J. B. F. Russell to Josiah S. Breese, dated May 30th, 1837, recorded in Cook County, June 10th, 1837, in Will County, June 8th, 1837, and Grundy County, June 7th, 1861, in the words and figures following, to wit:

201 *Deed from Russell to Breese.*

(Erased:) Revenue stamp. Duties on conveyances of real estate. When the consideration is not over $500, $0 50; $500 to $1,000, 1 00; for every additional $500, or fractional part thereof, 50.

This indenture, made this thirtieth day of May, in the year of our Lord one thousand eight hundred and thirty-seven, between John B. F. Russell and Cornelia, his wife, of the city of Chicago and State of Illinois, parties of the first part, and Josiah S. Breese, of the same city & State aforesaid, party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of two thousand dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released, aliened, and confirmed, and by these presents do grant, bargain, sell, remise, release, alien, and confirm unto the said party of the second part, and to his heirs & assigns forever, all of the following-described pieces or parcels of land, to wit: The northeast fractional quarter of section No. 26, township No. 40 north, of range No. 12 east of the third principal meridian, containing $158\frac{76}{100}$ acres.

202 Also, the southeast quarter of section No. 4, in township No. 33

north, of range No. 9 east of the third principal meridian, containing 160 acres. Also, fractional section number 34, in township number 40 north, of range No. 12 east of the third principal meridian, containing $508\frac{81}{100}$ acres. Also, the south half of section No. 24, in township No. 33 north, of range No. 8 east of the third principal meridian, containing 320 acres. Also, the east half of the northeast quarter of section No. 13, in township 33 north, of range No. 8 east of the third principal meridian, containing 160 acres. Also, the northeast quarter of section No. 23, in township No. 35 north, of range No. 8 east of the third principal meridian, containing 160 acres. Also, section No. 26, in township No. 34 north, of range No. 7 east of the third principal meridian, containing 640 acres, which said lands all situated in the State of Illinois. Also, the west half of the southwest quarter of section No. 28, in township No. 36 north, of range No. 9 east of the third principal meridian, containing 80 acres, situate in the State aforesaid.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and
203 profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of the said party of the first part, either in law or equity, of, in, and to the above-bargained premises, with the hereditaments and appurtenances; to have and to hold the said premises above described, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever.

And the said John B. F. Russell, for himself, his heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that, at the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of a good, sure, perfect, absolute, and indefeasible estate of inheritance in the law, in fee simple, and hath good right, full power, & lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free & clear of all encumbrances of what kind and nature soever, and that the above-bargained premises in the quiet & peaceable possession of the said party of the second part, his heirs & assigns, against all and every person & persons lawfully claiming, or to claim, the whole or any part thereof, will forever warrant and defend.

204 In witness whereof the said party of the first part hath hereunto set their hands & seals the day and year first above written.

J. B. F. RUSSELL. [SEAL.]
CORNELIA RUSSELL. [SEAL.]

Sealed & delivered in presence of—
W'M V. SMITH.

STATE OF ILLINOIS,
Cook County, ss:

I, W'm V. Smith, in & for the county of Cook, in the State aforesaid, do hereby certify that John B. F. Russell and Cornelia, wife of said John B. F. Russell, personally known to me as the same persons whose names *is* subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that they signed, sealed, & delivered the said deed as their free & voluntary act, for the uses and purposes therein set forth.

And the said Cornelia, wife of the said John B. F. , being by me examined separate and apart, and out of the hearing of her husband, and the contents of the said deed having been by me made known and fully explained to her, acknowledged that she had freely and
205 voluntarily executed the same, and relinquished her dower to the lands & tenements therein mentioned, without compulsion of her said husband, and that she doth not wish to retract the same.

Given under my hand and seal, at my office in Chicago, this second day of June, A. D. 1837.

W'M V. SMITH, *J. P.* [SEAL.]

STATE OF ILLINOIS,
Cook County, ss:

I, Richard J. Hamilton, clerk of the commissioner's court of Cook County, in the State aforesaid, do hereby certify that W'm V. Smith, esq'r., whose name is subscribed to the certificate of acknowledgment or proof of the annexed deed of conveyance, and thereon written, is, and was at the time of taking such acknowledgement or proof, an acting justice of the peace in for said county, duly commissioned and sworn, and authorized to take the same, and that full faith and credit are due, and of right should be given to all his official acts as such justice.

In testimony whereof I have hereunto set my hand, and affixed the seal of my office this sixth day of June, A. D. 1837.

[L. S.] RICHARD J. HAMILTON,
Clerk.

Recorded this 10th day of June, A. D. 1837.

GEO. H. WOODRUFF,
Recorder.

206 STATE OF ILLINOIS,
County of Will, ss:

I, Benjamin F. Russell, clerk of the circuit court, and ex-officio recorder in & for said county, in the State aforesaid, do hereby certify that the annexed is a true and correct copy of the record of a certain instrument, filed in my office on the eighth day of June, A. D. 1837, and recorded in book "C" of records, on pages 220 & 221, the parties to the same being John B. F. Russell and Cornelia Russell, his wife, of the first part, and Josiah S. Breese of the second part.

In testimony whereof I have hereunto set my hand and affixed the seal our said court at Joliet, this 29th day of March, A. D. 1861.

B. F. RUSSELL,
Clerk of the Circuit Court & ex-officio Recorder of Will County.

STATE OF ILLINOIS,
Kendall County, ss:

I, Albert M. Hobbs, clerk of the circuit court in and for said county and State, and ex-officio recorder thereof, do hereby certify the foregoing to be a true and correct copy of the record of a certain deed
207 recorded in my office in book "Z," on pages 144 & 145, the parties thereto being John B. F. Russell and Cornelia Russell, his wife, of the first part, and Josiah S. Breese, of the second part.

Witness my hand and seal of said court, at Yorkville, in said county, this 8th day of May, A. D. 1869.

[SEAL.] A. M. HOBBS, *Clerk.*

[5-ct. int. rev. stamp, cancelled.]

STATE OF ILLINOIS,
Kendall County ss:

This instrument was filed for record on the 10th day of May, A. D. 1864, at the hour of 1 o'clock p. m., and duly recorded in book Z, pages 144 & 145.

GEO. M. HOLLENBACK,
Recorder.

The defendants next offered in evidence a duly certified copy of a decree in bankruptcy against Josiah S. Breese, entered in the district court of the United States for the southern district of New York, dated Sept. 15th, 1842, in the words and figures following, to wit:

Decree in bankruptcy.

The President of the United States of America to all to whom these presents shall come, greeting:

208 Know ye that we, having inspected the records and files of the district court of the United States for the southern district of New York, do find certain paper writings there remaining of record, in the words and figures following, to wit:

Filed this fifteenth day of September, 1842.

In bankruptcy.

At a district court of the United States of America held for the southern district of New York, at the city hall of the city of New York, on Thursday, the fifteenth day of September, in the year one thousand eight hundred and forty-two:

Present, Samuel R. Betts, district judge.

IN THE MATTER OF JOSIAH S. BREESE, bankrupt. } Decree of bankruptcy.

Josiah S. Breese, of the city of New York, clerk, having, on the fifth day of August last past, filed a petition, duly verified, praying to be declared a bankrupt; and satisfactory proof being made of due publication of notice to all persons interested to appear in court and

209 show cause against said petition; and the court being now moved to grant the prayer of said petition, and no cause being shown to the contrary, and the petition and proofs having been inspected and considered by the court, and having been found in conformity with the requirments of the act of Congress, it is thereupon, on motion of Mr. Rich'd H. Bowne, of counsel for the petitioner, ordered and decreed by the court that the said Josiah S. Breese be, and he is hereby, declared and decreed a bankrupt, pursuant to the act of Congress entitled an "An act to establish a uniform system of bankruptcy throughout the United States," passed August 19th, 1841.

And it is furthermore ordered by the court that the clerk certify and deliver this decree to William C. H. Waddell, the official or general assignee in bankruptcy, appointed and designated under the rules and regulations of the court.

In bankruptcy.

At a district court of the United States of America held for the

southern district of New York, at the city hall of the city of New York, on Tuesday, the fourth day of January, in the year one thousand eight hundred and forty-two:

Present, Samuel R. Betts, district judge.

210 Ordered, That William Coventry H. Waddell be appointed the official or general assignee as required by the rules this day adopted in cases arising under the act entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed August 19, 1841.

All of which we have caused by these presents to be exemplified, and the seal of the said district court to be hereunto affixed.

Witness the Honorable Samuel R. Betts, judge of the said court, at the city of New York, in the southern district of New York, this twenty-sixth day of June, in the year of our Lord one thousand eight hundred and sixty-five, and of our independence the eighty-ninth.

[SEAL.] GEO. F. BETTS, *Clerk.*

I, Samuel R. Betts, judge of the said district court, do hereby certify that the foregoing exemplification is in due form of law.

SAM. R. BETTS.

5-ct. int. rev. stamp, cancelled.]

211 The defendants next offered in evidence certified copy from the record of a deed from the assignee in bankruptcy of Josiah S. Breese to Caleb H. Wallace, dated March 23rd, 1861, recorded Grundy County, March 30th, 1861, in the words and figures following, to wit:

Deed from assignee of Breese to Wallace.

Josiah S. Breese, assignee's deed to Caleb H. Wallace.—Filed May 10th, 1864, at 1 p. m.

Whereas, by an order of the district court of the United States of America for the southern district of New York, sitting in bankruptcy throughout the United States, passed on the nineteenth day of September, 1842, duly decreed and declared in the words and figures following, to wit:

"In bankruptcy. At a district court of the United States of America held for the southern district of New York, at the city hall of the city of New York, on Thursday the fifteenth day of September, in the year one thousand eight hundred and forty-two—present, Samuel P. Betts, district judge—Josiah S. Breese of the city of New York, clerk, having, on the fifth day of August last passed,

212 filed a petition, duly verified, praying to be declared a bankrupt; and satisfactory proof being made of due publication of notice to all persons interested, to appear in court and show cause against said petition; and no cause being shown to the contrary, and the petition and proofs having been inspected and considered by the court, and having been found in conformity with the act of Congress, it is therefore, on motion of Richard W. Bowne, of counsel for petitioner, ordered and decreed by the court that the said Josiah *H.* Breese, be, and he is hereby, declared and decreed a bankrupt, pursuant to the act of Congress entitled 'An act to establish a uniform system of bankruptcy throughout the United States,' passed August 19th, 1841.

"And it is furthermore ordered by the court that the clerk certify and deliver this decree to William C. H. Waddell, the official or general as-

signee in bankruptcy, appointed and designated under the rules and regulations of the court.

"I, Charles D. Betts, clerk of the said court, do certify that the above orders and decrees were this day made by the court, and duly entered in the docket of bankrupt proceedings.

"CHARLES D. BETTS,
"*Clerk of the District Court of the United States for the Southern District of New York.*"

213 And whereas I, the said W'm Coventry H. Waddell had, before the day of the date of the decree aforesaid, been duly appointed by the circuit & district court of the United States for the southern district of New York, official or general assignee in bankruptcy, and given a bond pursuance to the statute and the rules of said courts respectively, in the following words and figures, to wit:

"At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the city hall in the city of New York, on Tuesday, the fourth day of January, in the year of our Lord one thousand eight hundred and forty-two:

"Present, the Honorable Smith Thompson, one of the justices of the Supreme Court of the United States of America, and Samuel P. Betts, district judge.

"Ordered, That W'm Coventry H. Waddell be appointed the official or general assignee, as required by the rules this day adopted in cases arising under the act entitled 'An act to establish a uniform system of bankruptcy throughout the United States,' passed August 19th, 1841. (A copy.)

"J. W. METCALF, *Clerk.*" [L. S.]

"At a stated term of the district court of the United States of America for the southern district of New York, held at the city
214 hall in the city of New York, on Tuesday, the 4th day of January, in the year of our Lord one thousand eight hundred and forty-two:

"Present, the Honorable Samuel R. Betts, district judge.

"Ordered, That William Coventry H. Waddell, the official or general assignee, as required by the rule this day adopted in cases arising under the act entitled 'An act to establish a uniform system of bankruptcy throughout the United States,' passed August 19th, 1841. (A copy.)

"CHA'S D. BETTS, *Clerk.*" [L. S.]

And whereas, an order has been duly entered in the district court aforesaid, authorizing a disposition of the assets hereinafter mentioned: Now then, know all men by these presents that I, William Coventry H. Waddell, assignee as aforesaid, in consideration of the sum of one dollar, lawful money of the United States of America, to me in hand paid by Caleb H. Wallace, the receipt whereof I hereby acknowledge, do hereby grant unto the said Caleb H. Wallace, his heirs and assigns, forever, all the right, title, and interest which the said bankrupt had and which by virtue of the decrees and orders above recited, and of the act entitled, "An act to establish a uniform system of bankruptcy throughout the United States" as aforesaid, become vested in me,
215 and which I have a right to convey of, in, and to all the north-east quarter of section thirteen, township thirty-two, range six;

also, in the west half of section eighteen, township thirty-two, range seven; also, in N. W. ¼ of section two, and S. ½ section twenty-four, & N. E. ¼ of section thirteen, township thirty-three, range eight; also, in section twenty-six, township thirty-four, range seven; also, in the N. E. ¼ of section twenty-three, township thirty-five, range eight east of the third P. M., all in the county of Grundy, and State of Illinois; also W. ½ of the S. W. ¼ section, twenty-eight, township thirty-six, range nine; also in the southeast quarter of section four, township thirty-three, range nine, in the same meridian, and State of Illinois.

In witness whereof I have hereunto set my hand and seal this twenty-third day of March, in the year one thousand eight hundred and sixty-one.

W'M COVENTRY H. WADDELL, [SEAL.]
Official or General Assignee.

Sealed & delivered in the presence of—
GORDON FORD.

UNITED STATES OF AMERICA,
State of New York, City & County of New York, ss:

By this public be it remembered that, on this twenty-third
216 day of March, in the year one thousand eight hundred and sixty-one, before me, Gordon L. Ford, a public notary in and for the State of New York, duly commissioned and sworn, appeared W'm Coventry H. Waddell, who is known to me to be the person described in and who executed the annexed instrument, and acknowledged to me that he had executed the same for the uses and purposes therein expressed.

In testimony whereof I have hereunto subscribed my name, and affixed my notarial seal of office.

GORDON L. LORD,
Notary Public.

A true copy of the original, as filed for record March 30th, A. D. 1861, at 5½ o'clock p. m.

JOHN B. DAVIDSON,
Recorder.

STATE OF ILLINOIS, *Grundy County, ss:*

I, John B. Davidson, clerk of the circuit court, and ex officio recorder in and for said county and State aforesaid, do hereby certify that the within and foregoing is a full, true, and perfect copy of said assignee's deed, as recorded in the recorder's office of Grundy County, in book No. eight of deeds, pages 497, 498, 499, & 300.

217 In testimony whereof I have hereunto set my hand and affixed the seal of said court, this 13th day of April, A. D. 1864.

JOHN B. DAVIDSON, *Clerk.*

STATE OF ILLINOIS, *Kendall County, ss:*

I, Albert M. Hobbs, clerk of the circuit court, in and for said county & State, and ex-officio the recorder thereof, do hereby certify the above and foregoing to be a true & correct copy of a certain deed as recorded in my office, in book "Z" of deeds, on pages 145 & 146.

Witness my hand and seal of said court at Yorkville, in said county, this eighth day of May, A. D. 1869.

[SEAL.] A. M. HOBBS, *Clerk.*

[5-ct. int. rev. stamp, cancelled.]

The defendants next offered and read in evidence certified copy from the record of a deed from Caleb H. Wallace to S. W. Hardin, dated September 4th, 1861, recorded Grundy Co., Nov. 21, 1863, in the words and figures following, to wit:

Deed from Wallace to Hardin.

This indenture, made this fourth day of September, in the year
218 of our Lord one thousand eight hundred and sixty-one, between Caleb H. Wallace, of Chicago, Illinois, party of the first part, and Seth W. Harding, jr., of La Salle County, Illinois, of the second part, witnesseth: That the said party of the first part, for and in consideration of one dollar in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, ha remised, released, sold, conveyed, and quitclaimed, and by these presents do remise, release, sell, convey, and quitclaim unto the said party of the second part, heirs and assigns forever, all the right, title, interest, claim, and demand which the said party of the first part ha in and to the following-described lot , piece , or parcel of land, to wit:

The southeast quarter of section four, (4,) township thirty-three (33) north, of range nine (9) east of the third (3d) P. M., and the west half of the southwest quarter of section twenty-eight, (28,) in township thirty-six (36) north, of range nine (9) east of the 3d P. M., all lying in the county of Will, and State of Illinois; and the south half of section twenty-four, (24,) and the northeast quarter of section thirteen, (13,) both in township thirty-three (33) north, of range eight (8) east of the 3d P. M., and all of section twenty-six, (26,) in township thirty-four (34)
219 north, of range seven (7) east of the 3d P. M., all lying in the county of Grundy, and State of Illinois; and the northeast quarter of section twenty-three, (23,) in township thirty-five (35) north, of range eight (8) east of the 3d P. M., in Kendall County, Illinois.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title, interest, and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit, and behoof of the said party of the second part, his heirs, and assigns forever.

In witness whereof the said party of the first part hereunto set his hand and seal the day and year above written.

CALEB H. WALLACE. [SEAL.]

STATE OF ILLINOIS,
La Salle County, City of La Salle, ss;

I, Willis M. Hitt, a notary public in and for said city, in the State aforesaid, do hereby certify that Caleb H. Wallace, personally known to me as the same person whose name he subscribed to the foregoing instrument of writing, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instru-
220 ment of writing, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this fourth day of September, A. D. 1861.

[SEAL.]

WILLIS M. HITT,
Notary Public.

STATE OF ILLINOIS,
Kendall County, ss :

The within deed was filed for record in the recorder's office of Kendall County, on the 4th day of April, A. D. 1864, at 1 o'clock p. m., and duly recorded in book Z of deeds, on pages 116 & 117.

STATE OF ILLINOIS,
Kendall County, ss :

I, Albert M. Hobbs, clerk of the circuit court, in and for said county and State, and ex-officio, the recorder thereof, do hereby certify the within and foregoing to be a true & correct copy of a certain deed, as recorded in my office in book "Z" of deeds, on pages 116 & 117.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Yorkville, in said county, this 8th day of May, A. D. 1869.

[SEAL.] A. M. HOBBS, *Clerk.*

[5-ct. int. rev. stamp, cancelled.]

221 The defendants next offered and read in evidence a certified copy from the record of a deed from S. W. Hardin to John D. Brown, dated Nov. 19th, 1863, recorded Grundy Co., Nov. 21, 1863, as follows:

Deed from Hardin to Brown.

This indenture, made this nineteenth day of November, in the year of our Lord one thousand eight hundred and sixty-three, between Seth W. Hardin, jr., of Chicago, Illinois, party of the first part, and John D. Brown, residence 642 Broadway, New York, party of the second part, witnesseth:

That the said party of the first part for and in consideration of one dollar, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, ha remised, released, sold, conveyed, and quitclaimed, and by these presents do remise, release, sell, convey, and quitclaim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim, and demand which the said party of the first part has in and to the follow-
222 ing-described lots, pieces, or parcels of land, to wit: All of section twenty-six, township thirty-four, range seven; and the south half of section twenty-four, township thirty-three, range eight, both east of the third principal meridian, and lying in the county of Grundy and State of Illinois; also, the northeast quarter of section twenty-three, township thirty-five north, range eight east of the third principal meridian, lying in the county of Kendall and State of Illinois, containing in all eleven hundred & twenty acres, more or less, according to Government survey:

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit, and behoof of the said party of the second part, his heirs, and assigns, forever.

And the said Seth W. Harding, jr., party of the first part, hereby expressly waives, releases, and relinquishes unto the said party of the

second part, his heirs, executors, administrators, and assigns, all right, title, claim, interest, and benefit whatever in and to the above-described premises, and each and every part thereof, which is given by or results from all laws of this State pertaining to the exemption of homesteads.

223 And the said party of the first part for himself, and his heirs, executors, and administrators, do covenant, promise, and agree to and with the said party of the second part, his heirs, executors, administrators, and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby or by means whereof the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be, impeached, charged, or incumbered in any way or manner whatsoever.

In witness whereof the said party of the first part hereunto set his hand and seal the day and year above written.

SETH W. HARDING, JR. [SEAL.]

STATE OF ILLINOIS,
Cook County, Town of South Chicago, ss:

I, Charles E. Wright, notary public in and for said town, in said county, in the State aforesaid, do hereby certify that is personally known to me as the same person whose name is subscribed to the foregoing instrument of writing, appeared before me this day, in person, and acknowledged that he signed, sealed, and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

224 Given under my hand and notarial seal this nineteenth day of November, A. D. 1863.

[SEAL.] CHA'S E. WRIGHT,
Notary Public.

[5-ct. int. rev. stamp, cancelled.]

STATE OF ILLINOIS,
Kendall County, ss:

The within deed was filed for record in the recorder's office of Kendall County, on the 4th day of April, A. D. 1864, at 1 o'clock p. m., and duly recorded in book Z of deeds, on pages 117 & 118.

STATE OF ILLINOIS,
Kendall County, ss:

I, Albert M. Hobbs, clerk of the circuit court in and for said county & State, and ex-officio, the recorder thereof, do hereby certify the within and foregoing to be a true and correct copy of a certain deed as recorded in my office, in book "Z of deeds, on pages 117 & 118.

Witness my hand and seal of said court, at Yorkville, in said county, this 8th day of May, A. D. 1869.

[SEAL.] A. M. HOBBS, *Clerk.*

[5-ct. int. rev. stamp, cancelled.]

225 The defendants next offered in evidence a deed from Josiah S. Breese to John D. Brown, dated June 22nd, 1861, recorded in Grundy County, March 15th, 1864, as follows:

Deed from Breese to Brown.

JOSIAH S. BREESE.
Q. C. deed. } 6699.
JOHN D. BROWN.

This indenture, made the twenty-second day of June, in the year one thousand eight hundred and sixty-one, between Josiah S. Breese, of the city of New York, of the first part, and John D. Brown of the city of Chicago, party of the second part, witnesseth—

That the said parties of the first part, for and in consideration of the sum of fifteen hundred and twenty-five dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released, and quitclaimed, and by these presents do remise, release, and quitclaim unto the said party of the second part, and to his heirs and assigns forever, all the south half of section twenty-four, (24,) in township thirty-three (33) north, range eight (8) east; all of section
226 twenty-six, (26,) in township thirty-four (34) north, range seven (7) east; the northeast quarter of section twenty-three, (23,) in township thirty-five (35) north, range eight (8) east; and the southeast quarter of section four, (4,) in township thirty-three (33) north, range nine (9) east; all in the state of Illinois, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances: To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

JOSIAH S. BREESE. [L. S.]

Sealed and delivered in presence of—
EDWIN F. COREY, Jr.

227 UNITED STATES OF AMERICA,
State of New York, ss:

By this public instrument be it known to all whom the same doth or may in anywise concern, that I, Edwin F. Corey, jr., a notary public in and for the State of New York, by letters-patent, under the great seal of State, duly commissioned and sworn, dwelling in the city of New York, do hereby certify that on the day of the date hereof, before me personally appeared Josiah S. Breese, personally known to me to be the same person described in, and who executed the annexed instrument in writing, and acknowledged to me that he had voluntarily and freely executed the same for the uses and purposes therein stated.

In testimony whereof I have subscribed my name and caused my official notarial seal to be hereunto affixed the twenty-second day of June, in the year of our Lord one thousand eight hundred and sixty-one, in the 85th year of the independence of the United States of America.

[L. S.) EDWIN F. COREY, JU'R,
Notary Public of the State of New York.

A true copy of the orignal as filed for record March 15, 1864.
JOHN B. DAVIDSON,
Recorder.

228 STATE OF ILLINOIS, *Grundy County:*

I, John B. Davidson, clerk of the circuit court and ex-officio recorder in and for said county and State, do hereby certify that the within and foregoing *to be* a full, true, and perfect copy of a quitclaim deed, duly recorded in Book "11" of deeds, on page 561, as appears from said records now remaining in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of our said court, at the city of Morris, this 27th day of March, 1867.

[SEAL.] JOHN B. DAVIDSON, *Clerk.*

[5-ct. int. rev. stamp cancelled.]

229 The defendants next offered and read in evidence a deed from John D. Brown to Joshua Collins and Jeremiah Collins, the defendants, dated April 15th, 1864, recorded April 16th, 1864, as follows:

Deed from Brown to J. & J. Collins.

This indenture made this fifteenth day of April, in the year of our Lord one thousand eight hundred and sixty-four, between John D. Brown, (widower,) of 872 Broadway, in the city and State of New York, of the first part, and Jeremiah Collins and Joshua Collins, of the county of Grundy and State of Illinois, party of the second part,
230 witnesseth: That the said party of the first part, for and in consideration of the sum of nine thousand six hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, and sell unto the said party of the second part, their heirs and assigns, all the following-described lot, piece, or parcel of land, situated in the town of Saratoga, in the county of Grundy, and State of Illinois, to wit:

Section twenty-six, (26,) township thirty four (34) north, of range seven (7) east of the third principal meridian, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of the said party of the first part, either in law or equity, of, in, and to, the above-bargained premises, with the hereditaments and appurtenances: To have and to hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, their heirs and assigns forever. And the said John D. Brown, party of the first part,
231 hereby expressly waives, releases, and relinquishes unto the said party of the second part, their heirs, executors, administrators, and assigns, all right, title, claim, interest, and benefit whatever in and to the above-described premises, and each and every part thereof, which is given by, or results from, all laws of this State pertaining to the exemption of homesteads; and the said John D. Brown, party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as

a good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances, of what kind and nature soever, and the above-bargained premises in the quiet and peaceable possession of the said party of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

232 In witness whereof the said party of the first part *have* hereunto set *their* hands and seals the day and year above written.

JOHN D. BROWN. [SEAL.]

[$10-int. rev. stamp, cancelled.]

STATE OF ILLINOIS, *Grundy County, ss:*

I, Charles H. Goold, a notary public in and for said county in the State aforesaid, do hereby certify that John D. Brown, personally known to me as the same person whose name is subscribed to the annexed deed, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this sixteenth day of April, A. D. 1864.

[SEAL.] C. H. GOOLD,
Notary Public.

STATE OF ILLINOIS, *County of Grundy, ss:*

This instrument was filed for record the 16th day of April, at the hour of 12 o'clock, and 0 m. m., 1864, and duly recorded in book 13 of deeds, page 364.

JOHN B. DAVIDSON,
Recorder.

233 The defendants then called Charles H. Gould as a witness, who testified that, on the 18th day of Dec., 1863, he, as agent of John D. Brown, hauled lumber on to the premises in controversy; that, in the spring of 1864, the same was enclosed and some buildings built thereon by Brown and those claiming under him; that the defendants had been in possession of said premises, claiming title thereto, since April, 1864; and that the said premises were worth at least thirty dollars per acre.

The defendants then called, as a witness, B. C. Cook, who testified that, on the 16th day of January, A. D. 1869, he tendered to the plaintiffs, at his house in Baltimore, Maryland, on behalf of the defendants, the sum of thirty-two hundred and fifty dollars in legal tender notes, as redemption money of the premises in controversy from the mortgage aforesaid, given by said J. B. F. Russell to the United States, taxes paid by Corcoran, interest and costs of this suit till that date, which tender the plaintiff declined to receive; that witness informed said plaintiff that defendants were willing to treat him as the equitable assignee of so much of said mortgage as had been paid at the sale for the land in controversy, and wished to redeem said land, and made the tender for that purpose; which said sum of money was then and there paid into court as a tender to redeem the land in controversy from said mortgage.

234 Plaintiff then offered and read in evidence the depositions of W. W. Corcoran and Anthony Hyde, which are as follows:

The depositions of W'm W. Corcoran and Anthony Hyde, taken before William W. Danenhower, esq., commissioner, in the city of Washington, on the 20th day of March, A. D. 1868, in pursuance of a commission issued out of said circuit court on the 14th day of March, A. D. 1868, on behalf of the plaintiff, to wit:

Dep. of W. W. Corcoran.

Interrogatories to be propounded to W'm W. Corcoran:

Int. first. What is your name, age, occupation, and place of residence?

To the first interrogatory he answers: My name is W'm W. Corcoran; sixty-nine years of age; am not engaged in business, and live in Washington City.

Int. second. Do you know the parties to this suit, or either and which of them, and how long have you known them, respectively?

To the 2nd int. he answers: I know the plaintiff in this suit,
235 Laurason Riggs, but not the defendants. I have known said Riggs for over twenty-five years.

Int. 3d. State whether or not, at any time, you purchased section twenty-six, (26,) township thirty-four (34) north, range seven (7) east, now in Grundy County, State of Illinois; and if so, state when, from whom, and under what circumstances.

To the 3rd int. he answers: I purchased, among other lands, from the United States, section twenty-six, (26,) township thirty-four (34) north, of range seven (7) east, in Grundy County, State of Ill's, in the year eighteen hundred and forty-seven. This section, among a large quantity of other lands, was advertized by the Solicitor of the U. S. Treasury to be sold to the highest bidder by proposal, and deponent, being the highest bidder, bought the same, and it was conveyed to deponent by R. H. Gillet, Solicitor of the Treasury, by deed dated on or about the twenty-eighth (28th) day of December, eighteen hundred and forty-seven, and duly recorded.

236 Int. 4th. If you say you were the purchaser of said tract of land above referred to from the Solicitor of the United States Treasury, please state what was the consideration paid by you therefor, and whether or not, at the time you purchased the same, you received a deed therefor; and if so, from whom; also, state whether you had, at that time, any notice or knowledge of any adverse claim or title to said tract of land, or any part thereof; state fully; and if you say you received a deed for said tract of land, identify the same by reference to the parties thereto and the date or otherwise.

To the 4th int. he answers: The consideration in this deed is four hundred and twenty-five ($425 60) dollars and sixty cents. Neither before the purchase nor since has deponent had any notice or knowledge of any adverse claim until within the past two years, or thereabouts, but has uninterruptedly held and paid the taxes regularly since that time. Deponent received the original deed from R. H. Gil-
237 lett, Solicitor of the United States Treasury, to deponent for this and other lands, which deed is dated December twenty-eighth, (28th,) eighteen hundred and forty-seven, and is recorded in Grundy County twenty-fourth (24th) day of July, eighteen hundred and forty-eight, at nine (9) a. m., book C, page three hundred and thirty-four,

(334,) and in Kendall County, July twenty-seventh, (27,) eighteen hundred and forty-eight, at four (4) p. m., book E, page two hundred and sixty-three, (263,) and is now in deponent's possession. Deponent also received deeds for the said section from J. R. Webber, sheriff, all dated December third, (3rd,) eighteen hundred and fifty-nine, and recorded in book V of deeds, as follows: Page three hundred and forty-eight (348) for the whole of said section; page three hundred and fifty-three (353) for the southeast quarter of the same; page three hundred and fifty-seven (357) for the southwest quarter of the same; page three hundred and fifty-five (355) for the south half of the same.

238 Int. 5th. Please state particularly what, if anything, you have had to do with the payment of the taxes on said property, and with the possession of the property?

To the 5th int. he answers: I paid the taxes regularly on the whole section, without notice or knowledge of any adverse claim for the years eighteen hundred and forty-five to eighteen hundred and sixty-four, both inclusive, amounting to twelve hundred and twenty-eight ($1,228 76) dollars and seventy-six cents, besides the expenses of the agent who paid them for deponent, as appears from my books. The matter of possession, and, in fact, the general management of the business, was entrusted to my resident agent, Anthony Hyde.

Int. 6th. Do you know any other fact, matter, or thing, material to the issue herein? If so, please state the same fully.

To the 6th int. he answers: For any other testimony touching the matter in question, I refer to my said agent.

W. W. CORCORAN.

239 Cross-interrogatory:

Did you, or any person for you, examine record of title to said land, and more especially to the records of Will County?

Answer. I sent an agent to examine this tract, with others, in the year eighteen hundred and fifty-eight, and he reported my title to the same clear, but stated that the wife of J. B. F. Russell claimed dower in them, though she had no right to it; subsequently, however, I purchased Mrs. Russell's dower, which she conveyed to me by deed.

W. W. CORCORAN.

240 *Dep. of Anthony Hyde.*

Interrogatories to be propounded to Anthony Hyde.

Int. 1. What is your name, age, occupation, and place of residence?

To the 1st interrogatory, he answers: My name is Anthony Hyde; am fifty-seven years of age; am the confidential business agent of W. W. Corcoran, esq., of the city of Washington; and my place of residence is, and has been for about thirty years, at No. 122, Washington street, Georgetown, District of Columbia.

Int. 2nd. Do you know the parties to this suit, or either and which of them, and how long have you known them respectively?

To the 2nd interrogatory he answers: I know the plaintiff in this suit entitled Laurason Riggs vs. Joshua Collins and Jeremiah Collins, but not the defendants, and I have known said Laurason Riggs for over fifteen years.

Int. 3d. Are you now in the employment of William W. Cor-
241 coran, of Washington City, D. C.; and if so, for how long a time have you been in his employ, and in what capacity?

To the 3rd interrogatory he answers: I am now in the employment of William W. Corcoran, of Washington City, D. C., and have been thus employed continuously for over twenty years—since February, 1848—as his confidential business agent.

Int. 4th. State whether or not you know anything as to the purchase by William W. Corcoran at any time, of section twenty-six, (26,) township thirty-four (34) north, range seven (7) east, now in Grundy County, State of Illinois; and if so, state fully what you may know concerning said purchase; under what circumstances the same was made, who were the parties effecting the sale and purchase, respectively, and what papers, if any, passed at the time.

To the 4th interrogatory he answers: I know that said William W. Corcoran purchased from the United States by and through R. H.
242 Gillet, the Solicitor of the Treasury, among many other lands, section numbered twenty-six, (26,) township thirty-four (34) north, of range seven (7) east, now in Grundy County, State of Illinois. The said Solicitor advertised for proposals or sealed bids, for a large number of lands in different States, in the year 1847, and for these lands the said William W. Corcoran was a bidder, and for most of them the highest bidder; and the purchase was awarded to him by the United States authorities; and said lands, and amongst them the said section No. 26, town. 34 north, of range 7 east, were conveyed to said William W. Corcoran by sundry deeds in the latter part of December, A. D. eighteen hundred and forty-seven, I believe on the 27th and 28th days of that month, which deeds I sent to the several counties, and had them recorded shortly after February, A. D. 1848, as soon as it could be conveniently done; which deeds were understood to convey the title of the United States.

243 Int. 5th. If you say you knew of the purchase of said tract of land by William W. Corcoran, state whether or not you know any thing of the payment of the purchase money therefor by him or by any person or persons for him or on his behalf; and if so state if you know the amount of said purchase money so paid as aforesaid, and when it was paid.

To the 5th interrogatory he answers: I know that said William W. Corcoran paid the purchase money to the United States for said tract of land by his own check, but I cannot state the amount paid for this tract; the whole amount paid including this tract was twenty-two thousand one hundred and seventy-seven $\frac{3}{100}$ dollars, and this sum was paid in Washington City to the United States through the Solicitor of the Treasury, and which is charged on the books kept by me, as paid January 1st, 1848.

Int. 6th. If you say that you were the business agent of said
244 Corcoran at the time of any purchase by him of the tract above described state whether or not as such agent or otherwise you had ever received notice, or then knew or had information of any claim or title to said land adverse to the title of Corcoran's grantor.

To the 6th interrogatory he answers: I was not the business agent of said Corcoran in December, 1847, when these lands were purchased, but became so on or about the fourteenth day of February, eighteen hundred and forty-eight, shortly after the most of the deeds from the Solicitor were recorded, and they were examined by deponent, sent out for record and the matters connected with said lands have ever since been in deponent's care.

Deponent was at that time, and has since been, in frequent inter-

course with the Solicitor and his chief clerk in reference to these lands, making frequent investigations and conducting an extensive correspondence, payment of taxes, and as to every other matter connected with the same.

245 Deponent has interrogated B. F. Pleasants, the chief clerk of the Solicitor's office as to the condition of title at the time said lands came into possession of the United States, which the advertisement of the Solicitor states was the 19th October, A. D. 1846, and was informed that the several district attorneys of the United States and special agents have been directed to pay all taxes and other incumbrances, and that such had been done, as he believed, and deponent has no knowledge nor any information or suspicion of any adverse claim on said tract from the date of the purchase to the year eighteen hundred and sixty-four, up to which date, inclusive, from the year eighteen hundred and forty-five, inclusive, deponent paid the taxes regularly, through an agent resident in Illinois, and otherwise amounting in the aggregate to $1,228 76

Deponent explains the payment of the purchase money to the U. States thro' the Solicitor, by saying that it was deposited in the Treas-
246 ury at Washington, D. C., to the credit of the Solicitor of the Treasury.

Deponent also explains, that by there being no knowledge of an adverse title, spoken of in the second preceding paragraph, he means no adverse title to the title of said Corcoran as received from the United States.

Int. 7th. Do you know any other fact, matter, or thing material to the issue herein? If so, please state the same fully.

To the 7th interrogatory he answers: As the attorney of said Corcoran, deponent by a power of attorney, dated December, 8th, 1863, authorized one William C. Green to take possession of said section 26, town. 34 N., R. 7 east, which deponent believes was done, having since had possession of said power of attorney, with the affidavit of said Green endorsed thereon, averring that he did so take possession, and deponent supposed that said Corcoran's title to said section was undisputed; that since February, 1848, deponent has had the care of the
247 lands in question; that as he believes nothing has passed to said Corcoran, touching his rights and interests in the premises, that did not pass through deponent's hands, and no suspicion of an adverse title, until set up by the party defendants in this suit, was ever entertained by deponent.

A. HYDE.

248 *Tax receipts.*

The pl'ff also offered and read in evidence tax receipts for taxes paid in said premises, from 1848 to 1864, inclusive, which are as follows:

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE,
Morris, Feb. 19th, 1849.

Received of W'm W. Corcoran, by Conkling & Cranmer, agents, forty-four dollars seventeen cents, being in full for all taxes due the State of Illinois and county of Grundy, for State, county, road, school, and special purposes, for the year 1848, on the following-described tracts or lots of land:

No. of acres.	Description of land.	Value.	State tax.	County tax.	Road tax.	Insane tax.	Int. tax.	Total tax.
640	Whole of sec. 26, T. 34 N., R. 7 E.	1,920	3 84	7 68	2 88	38	2 88	17 66
80	W. ½ S. W. qr. " 27, " 32 " " 8 "	240	48	96	36	05	36	2 21
80	W. ½ S. E. " " 27, " 32 " " 8 "		Paid	by	J.	Cook.		
80	W. ½ N. E. " " 28, " 32 " " 8 "	240	48	96	36	05	36	2 21
80	E. ½ N. W. " " 28, " 32 " " 8 "	240	48	96	36	05	36	2 21
80	W. ½ N. W. " " 28, " 32 " " 8 "	240	48	96	36	05	36	2 21
80	E. ½ S. E. " " 28, " 32 " " 8 "	240	48	96	36	05	36	2 21
80	W. ½ S. E. " " 28, " 32 " " 8 "	240	48	96	36	05	36	2 21
80	E. ½ S. W. " " 28, " 32 " " 8 "	240	48	96	36	05	36	2 21
80	W. ½ S. W. " " 28, " 32 " " 8 "	240	48	96	36	05	36	2 21
320	S. ½ " " 24, " 33 " " 8 "	960	1 92	3 84	1 44	19	1 44	8 83
			9 60	19 20	7 20	97	7 20	44 17

ORVILLE CONE,
Sheriff, & ex-officio Collector for Grundy Co., Ill.

(Duplicate.)

249 STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *February 11th*, 1850.

Received of W'm W. Corcoran, by Conkling & Cranmer, agents, forty-two dollars fifty-one cents, being in full for all taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1849, on the following-described tracts or lots of land:

No. of acres.	Description of land.	Value.	State tax.	County tax.	Road tax.	School tax.	Total tax.
640	Whole sec. 26, T. 34 N., R. 7 E.	1,920	11 14	7 68	2 88	.....	21 70
80	W. ½ S.W., " 27, " 32 " " 8 "	160	93	64	24	.....	1 81
80	W. ½ S.E., " 27, " 32 " " 8 "	160	93	64	24	.....	1 81
80	W. ½ N.E., " 28, " 32 " " 8 "	160	93	64	24	.....	1 81
80	E. ½ N.W., " 28, " 32 " " 8 "	160	93	64	24	.....	1 81
80	W. ½ N.W., " 28, " 32 " " 8 "	160	93	64	24	.....	1 81
80	E. ½ S.E., " 28, " 32 " " 8 "	160	93	64	24	.....	1 81
80	W. ½ S.E. " 28, " 32 " " 8 "	160	93	64	24	.....	1 81
80	E. ½ S.W., " 28, " 32 " " 8 "	160	93	64	24	.....	1 81
80	W. ½ S.W., " 28, " 32 " " 8 "	160	93	64	24	.....	1 81
320	S. ½ " 24, " 33 " " 8 "	400	2 32	1 60	60	.....	4 52
			21 83	15 04	5 64		42 51

ORVILLE CONE, *Collector.*

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *March 25th*, 1851.

250 Received of W'm W. Corcoran, by James C. Conkling, agents, forty-two dollars twenty-one cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1850, on the following-described tracts or lots of land:

No. of acres.	Description of land.	Value.	State tax.	County tax.	Road tax.	Sch'l tax.	Town tax.	Total tax.
640	Whole of sec. 26, town. 34 N., R. 7 E.	1,920	11 08	5 76	.....	.....	3 12	19 96
80	W. ½ S. W. ¼ " 27, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	W. ½ S. E. ¼ " 27, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	W. ½ N. E. ¼ " 28, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	E. ½ N. W. ¼ " 28, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	W. ½ N. W. ¼ " 28, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	E. ½ S. E. ¼ " 28, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	W. ½ S. E. ¼ " 28, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	E. ½ S. W. ¼ " 28, " 32 " " 8 "	160	93	48	.....	.....	7	1 48
80	W. ½ S. W. ¼ " 28, " 32 " " 8 "							1 48
320	S. ½ of " 24, " 33 " " 8 "	960	5 57	2 88	.....	.....	48	8 93
								42 21

(Duplicate.)

F. S. WATKINS, *Treasurer.*

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *April 2nd*, 1852.

Received of W'm W. Corcoran, by J. C. Conkling, agent, fifty-two dollars nineteen cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1851 on the following-described tracts or lots of land:

251

No. of acres.	Description of land.	Value.	State tax.	County tax.	Road tax.	Sch'l tax.	Total tax.
640	Whole of sec. 26, town. 34 N., R. 7 E.	$1,600 00	.....	.....	$3 84	.....	$18 18
80	W. ½ S. W. ¼ " 27, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 65
80	W. ½ S. E. ¼ " 27, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 66
80	W. ½ N. E. ¼ " 28, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 66
80	E. ½ N.W. ¼ " 28, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 66
80	W. ½ N.W. ¼ " 28, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 65
80	E. ½ S. E. ¼ " 28, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 66
80	W. ½ S. E. ¼ " 28, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 65
80	E. ½ S.W. ¼ " 28, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 66
80	W. ½ S.W. ¼ " 28, " 32 " " 8 "	240 00	.....	.....	.....	.....	2 65
320	S. ½ of " 24, " 33 " " 8 "	960 00	.....	.....	1 92	.....	10 11
							$52 19

(Duplicate.)

F. S. WATKINS,
Treasurer of Grundy County,
By C. H. GOOLD.

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *March* 19, 1853.

Received of W'm W. Corcoran, by J. C. Conkling, agents, seventy-five dollars 73 cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1852, on the following-described tracts or lots of land:

252

No. of acres.	Description of land.	Value.	State tax.	County tax.	Road tax.	Sch'l tax.	Total tax.
160	N. E. ¼ sec. 26, town. 34 N., R. 7 E.	480	.....	.....	.....	.....	$5 24
160	S. E. ¼ " 26, " 34 " " 7 "	480	.....	.....	.....	.....	5 24
160	N. W. ¼ " 26, " 34 " " 7 "	480	.....	.....	.....	.....	5 24
160	S. W. ¼ " 26, " 34 " " 7 "	480	.....	.....	.....	.....	5 24
80	W. ½ S. W. ¼ " 27, " 32 " " 8 "	320	.....	.....	.....	.....	3 29
80	W. ½ S. E. ¼ " 27, " 32 " " 8 "	240	.....	.....	.....	.....	2 47
80	W. ½ N. E. ¼ " 28, " 32 " " 8 "	240	.....	.....	.....	2 40	5 35
80	E. ½ N. W. ¼ " 28, " 32 " " 8 "	240	.....	.....	.....	2 40	5 35
80	W. ½ N. W. ¼ " 28, " 32 " " 8 "	240	.....	.....	.....	2 40	5 35
80	E. ½ S. E. ¼ " 28, " 32 " " 8 "	240	.....	.....	.....	2 40	5 35
80	W. ½ S. E. ¼ " 28, " 32 " " 8 "	240	.....	.....	.....	2 40	5 35
80	E. ½ S. W. ¼ " 28, " 32 " " 8 "	240	.....	.....	.....	2 40	5 35
80	W. ½ S. W. ¼ " 28, " 32 " " 8 "	240	.....	.....	.....	2 40	5 35
160	S. E. ¼ " 24, " 33 " " 8 "	480	.....	.....	.....	.....	5 78
160	S. W. ¼ " 24. " 33 " " 8 "	480	.....	.....	.....	.....	5 78
							75 73

(Duplicate.) F. S. WATKINS, *Treas.*

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *March* 30, 1854.

Received of W'm W. Corcoran, by James C. Conkling, agent, eighty three dollars $\frac{39}{100}$ cents, being in full for taxes due the State of
253 Illinois and county of Grundy for State, county, road, school, and special purposes for the year 1853, on the following-described tracts or lots of land:

No. of acres.	Description of land.	Value.	State tax.	County tax.	Road tax.	Sch'l tax.	Total tax.
640	Whole of 26, 34 N., 7 E.	1,920	.....	.....	2 88	.....	$19 07
80	W. ¼ S. W. 27, 32 " 8 "	200	.....	.....	48	.....	2 32
80	W. ½ S. E. 27, 32 " 8 "	200	.....	.....	48	.....	2 32
80	W. ½ N. E. 28, 32 " 8 "	280	.....	.....	48	2 80	5 84
80	E. ½ N. W. 28, 32 " 8 "	280	.....	.....	48	2 80	5 84
80	W. ½ N. W. 28, 32 " 8 "	280	.....	.....	48	2 80	5 84
80	E. ½ S. E. 28, 32 " 8 "	280	.....	.....	48	2 80	5 84
80	W. ½ S. E. 28, 22 " 8 "	280	.....	.....	48	2 80	5 84
80	E. ½ S. W. 28, 32 " 8 "	280	.....	.....	48	2 80	5 84
80	W. ½ S. W. 28, 32 " 8 "	280	.....	.....	48	2 80	5 84
320	S. ½ p'r. of 24, 33 " 8 "	1,920	.....	.....	1 92	.....	18 80
							83 39
							$83 39

(Duplicate.)

F. S. WATKINS, *Treas.*

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, , 1855.

Received of W. W. Corcoran, by James C. Conkling, agent, one hundred & three dollars fifty-two cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes for the year 1854, on the following-described tracts or lots of land:

254

No. of acres.	Description of land.	Value.	Road tax.	School tax.	Total tax.	Remarks.
640	Whole 26, 34 N., 7 E	1,920	3 84	4 50	32 60	
80	W. ½ S. W. 27, 32 " 8 "	200	40	2 00	69	
80	W. ½ S. E. 27, 32 " 8 "	200	40	2 00	4 69	
80	W. ½ N. E. 28, 32 " 8 "	280	56	2 00	6 24	
80	E. ½ N. W. 28, 32 " 8 "	280	56	2 00	6 24	
80	W. ½ N. W. 28, 32 " 8 "	280	56	2 00	6 24	
80	E. ½ S. E. 28, 32 " 8 "	280	56	2 00	6 24	
80	W. ½ S. E. 28, 32 " 8 "	280	56	3 00	6 24	
80	E. ½ S. W. 28, 32 " 8 "	280	56	2 00	6 24	
80	W. ½ S. W. 28, 32 " 8 "	280	56	2 00	6 24	
320	S. ½ 24, 33 " 8 "	960	1 92	4 00	17 86	
					$103 52	

F. S. WATKINS, *Treas.*

STATE OF ILLINOIS, *Grundy County :*

COLLECTOR'S OFFICE, *March* 1, 1856.

Received of W. W. Corcoran, by James C. Conkling, agent, one hundred thirty-five dollars ninety-eight cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1855, on the following-described tracts or lots of land :

255

No. of acres.	Description of land.	Value.	St. & co.	Court House.	Total tax.	Remarks.
160	N. E. 26, T. 34 N., R 7 E	748	7 26	1 87	10 38	
160	N. W. 26, 34 7	748	7 26	1 87	10 38	
160	S. E. 26, 34 7	748	7 26	1 87	10 38	Dis.
160	S. W. 26, 34 7	748	7 26	1 87	10 38	school
80	W. ½ S. W. 27, 32 8	330	3 20	83	9 32	2 30
80	W. ½ S. E. 27, 32 8	330	3 20	83	9 32	3 30
80	W. ½ N. E. 28, 32 8	330	3 20	83	8 15	1 98
80	E. ½ N. W. 28, 32 8	330	3 20	83	8 15	1 98
80	W. ½ N. W. 28, 32 8	330	3 20	83	8 15	1 98
80	E. ½ S. E. 28, 32 8	330	3 20	83	8 15	1 98
80	W. ½ S. E. 28, 32 8	330	3 20	83	8 16	1 98
80	E. ½ S. W. 28, 32 8	330	3 20	83	8 15	1 98
80	W. ½ S. W. 28, 32 8	330	3 20	83	8 16	1 98
160	S. E. 24, 33 8	704	6 82	1 76	9 92	
160	S. W. 24, 33 8	616	5 98	1 54	8 82	
					135 98	

(Duplicate.)

R. LONGWERTH, *Treas.*

STATE OF ILLINOIS, *Grundy County :*

COLLECTOR'S OFFICE, *Morris, Mar. 3d*, 1857.

Received of W. W. Corcoran, by James C. Conkling, agent, one hundred & fourteen dollars twenty-eight cents, being in full for taxes due the State of Illinois and county of Grundy for State, county,
256 road, school, and special purposes, for the year 1856, on the following-described tracts or lots of land :

No. of acres.	Description of land.	Value.	Road tax.	School tax.	Total tax.	Remarks.
160	N. E. 26, 34 N., 7 E.	748	.....	.....	11 59	
160	N. W. 26, 34 " 7 "	748	.....	.....	11 59	
160	S. E. 26, 34 " 7 "	748	.....	.....	11 59	
160	S. W. 26, 34 " 7 "	748	.....	.....	11 59	
80	W. ½ S. W. 27, 32 " 8 "	330	.....	.....	5 35	
80	W. ½ S. E. 27, 32 " 8 "	330	.....	.....	5 35	
80	W. ½ N. E. 28, 32 " 8 "	330	.....	.....	5 35	
80	E. ½ N. W. 28, 32 " 8 "	330	.....	.....	5 35	
80	W. ½ N. W. 28, 32 " 8 "	330	.....	.....	5 35	
80	E. ½ S. E. 28, 32 " 8 "	330	.....	.....	5 35	
80	W. ½ S. E. 28, 32 " 8 "	330	.....	.....	5 35	
80	E. ½ S. W. 28, 32 " 8 "	330	.....	.....	5 35	
80	W. ½ S. W. 28, 32 " 8 "	330	.....	.....	5 35	
160	S. E. 24, 33 " 8 "	704	.....	.....	10 54	
160	S. W. 24, 33 " 8 "	616	.....	.....	9 23	
					114 28	

R. LONGWERTH, *Treas.*

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *Feb.* 15, 1858.

257 Received of William W. Corcoran, by James C. Conkling, agent, one hundred & sixty dollars and 14 cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1857, on the following-described tracts or lots of land:

No. of acres.	Description of land.	Value.	Road tax.	School tax.	Total tax.	Remarks.
160	N. E. 26 T. 34, N., R. 7 E.	1,456	.....	.....	19 03	
160	N. W. 26 " 34, " 7 "	1,456	.....	.....	19 03	
159.36	S. E. 26 " 34, " 7 "	1,450	.....	.....	18 97	
160	S. W. 26 " 34, " 7 "	1,456	.....	.....	19 03	
						76 00
80	W. ½ S. W. 27 " 32, " 8 "	400	.....	.....	5 56	
80	W. ½ S. E. 27 " 32, " 8 "	400	.....	.....	5 56	
80	W. ½ N. E. 28 " 32, " 8 "	400	.....	.....	5 58	
80	E. ½ N. W. 28 " 32, " 8 "	400	.....	.....	5 58	
80	W. ½ N. W. 28 " 32, " 8 "	400	.....	.....	5 58	
80	E. ½ S. E. 28 " 32, " 8 "	400	.....	.....	5 58	
80	W. ½ S. E. 28 " 32, " 8 "	400	.....	.....	5 58	
80	E. ½ S. W. 28 " 32, " 8 "	400	.....	.....	5 58	
80	W. ½ S. W. 28 " 32, " 8 "	400	.....	.....	5 58	
160	S. E. " 24 " 33, " 8 "	1,280	.....	.....	17 04	
160	S. W. 24 " 33, " 8 "	1,280	.....	.....	16 86	
					$160 14	

R. LONGWERTH, *Treas.*

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *Feb.* 13, 1859.

258 Received of W. W. Corcoran, by James C. Conkling, agent, four hundred & thirty-four dollars forty-six cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1858, on the following-described tracts or lots of land:

No. of acres.	Description of land.	Value.	Road tax.	School tax.	Total tax.	Remarks.
160	N. E. 26, 34 N., 7 E	1,456	2 91	58 24	78 90	
160	S. E. 26, 34 " 7 "	1,450	2 91	58 00	78 60	
160	N. W. 26, 34 " 7 "	1,456	2 91	58 24	78 90	
160	S. W. 26, 34 " 7 "	1,456	2 91	58 24	79 90	
80	W. ½ S. W. 27, 32 " 8 "	400	80	.....	5 56	
80	W. ½ S. E. 27, 32 " 8 "	400	80	.....	5 56	
80	W. ½ N. E. 28, 32 " 8 "	400	80	.....	5 56	
80	E. ½ N. W. 28, 32 " 8 "	400	80	.....	5 56	
80	W. ½ N. W. 28, 32 " 8 "	400	80	.....	5 56	
80	E. ½ S. E. 28, 32 " 8 "	400	80	.....	5 56	
80	W. ½ S. E. 28, 32 " 8 "	400	80	.....	5 56	
80	E. ½ S. W. 28, 32 " 8 "	400	80	.....	5 56	
80	W. ½ S. W. 28, 32 " 8 "	400	80	.....	5 56	
160	S. E. 24, 33 " 8 "	1,280	2 56	16 60	34 56	
160	S. W. 24, 33 " 8 "	1,280	2 56	16 60	34 56	
					434 46	

R. LONGWERTH,
Treasurer of Grundy Co., Illinois.

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *Feb.* 15, 1860.

Received of W. W. Corcoran, by James C. Conkling, agent, one hundred & forty-eight dollars forty-six cents, being in full for
259 taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1859, on the following-described tracts or lots of land:

Acres.	Description.	Sec.	Town.	Range.	Value.	State & co. tax.	Sc'hl tax.	Total.
160	N. E.	26	34 N.	7 E.	960	10 75	7 56	18 11
160	N. W.	26	34 "	7 "	1,120	12 54	7 61	20 15
160	S. E.	26	34 "	7 "	960	10 75	7 36	18 11
160	S. W.	26	34 "	7 "	956	10 70	7 35	18 05
								74 42
80	W. ½ S. W.	27	32 "	8 "	320	3 58	1 79	5 37
80	W. ½ S. E.	27	32 "	8 "	320	3 58	1 79	5 37
80	W. ½ N. E.	28	32 "	8 "	320	3 58	1 79	5 37
80	E. ½ N. W.	28	32 "	8 "	320	3 58	1 79	5 37
80	W. ½ N. W.	28	32 "	8 "	320	3 58	1 79	5 37
80	E. ½ S. E.	28	32 "	8 "	320	3 58	1 79	5 37
80	W ½ S. E.	28	32 "	8 "	320	3 57	1 79	5 37
80	E. ½ S. W.	28	32 "	8 "	320	3 58	1 79	5 37
80	W. ½ S. W.	28	32 "	8 "	320	3 58	1 79	5 37
160	S. E.	24	33 "	8 "	960	10 75	3 04	13 79
160	S. W.	24	33 "	8 "	800	8 96	2 96	11 92
								$148 40

R. LONGWERTH,
Collector of Grundy County, Illinois.

STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *Feb.* 15, 1861.

260 Received of W. W. Corcoran, by James C. Conkling, agent, two hundred & eleven dollars twelve cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes for the year 1860, on the following-described tracts or lots of land:

Acres.	Description.	Sec.	Town.	Range.	Value.	State & co. tax.	Sch'l tax.	Total.
160	N. E.	26	34	7 E.	960	10 27	14 40	27 84
160	N. W.	26	34	7 "	1,120	11 98	16 80	32 48
160	S. E.	26	34	7 "	956	10 22	14 34	27 73
160	S. W.	26	34	7 "	960	10 27	14 40	27 84
								115 89
80	W. ½ S. W.	27	32	8 "	320	3 42	1 28	6 30
80	W. ½ S. E.	27	32	8 "	320	3 42	1 28	6 30
80	W. ½ N. E.	28	32	8 "	320	3 42	96	5 98
80	E. ½ N. W.	28	32	8 "	640	6 85	1 92	11 97
80	W ½ N. W.	28	32	8 "				
80	E. ½ S. E.	28	32	8 "	640	6 85	1 92	11 97
80	W. ½ S. E.	28	32	8 "				
80	E. ½ S. W.	28	32	8 "	640	6 85	1 92	11 97
80	W. ½ S. W.	28	32	8 "				
160	S. E.	24	33	8 "	960	10 27	9 60	22 22
160	S. W.	24	33	8 "	800	8 56	8 00	18 52
								$211 12

R. LONGWERTH,
Collector Grundy County, Illinois.

261 STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, *February*, 1862.

Received of W. W. Corcoran, by James C. Conkling, agent, one hundred & five dollars eighty-six cents, being in full for taxes due the State of Illinois and county of Grundy for State, county, road, school, and special purposes, for the year 1861, on the following-described tracts or lots of land:

Acres.	Description.	Sec.	Town.	Range.	Value.	St. & co. tax.	Road.	School tax.	Total.
160	N. E.	26	34	7 E.	800	7 20	1 56	4 00	13 60
160	N. W.	26	34	7 "	960	9 12	.....	4 80	14 01
160	S. E.	26	34	7 "	797	7 58	.....	3 99	11 65
160	S. W.	26	34	7 "	800	7 60	.....	4 00	11 68
									50 94
80	W. ½ S. W.	27	32	8 "	320	3 04	64	.....	4 03
80	W. ½ S. E.	27	32	8 "	320	3 04	64	.....	4 03
80	W. ½ N. E.	28	32	8 "	320	3 04	.....	.....	3 39
80	E. ½ N. W.	28	32	8 "	320	3 04	.....	.....	3 39
80	W. ½ N. W.	28	32	8 "	320	3 04	.....	.....	3 39
80	E. ½ S. E.	28	32	8 "	320	3 04	64	.....	4 03
80	W. ½ S. E.	28	32	8 "	320	3 04	64	.....	4 03
80	E. ½ S. W.	28	32	8 "	320	3 04	64	.....	4 03
80	W. ½ S. W.	28	32	8 "	320	3 04	64	.....	4 03
160	S. E.	24	33	8 "	800	7 60	1 90	.....	10 30
160	S. W.	24	33	8 "	640	6 28	1 60	.....	8 32
	Cost advertising	.....	.....	.....	.....	.....	.....	.....	1 95
									$105 86

JOHN BARR,
Collector of Grundy County, Ill's.,
Per MONAHAN.

262 STATE OF ILLINOIS, *Grundy County:*

COLLECTOR'S OFFICE, , 1863.

Received of W. W. Corcoran, by James C. Conkling, agent, full for taxes due the State of Illinois and county of Grundy for State, county,

road, school, and special purposes, for the year 1862, on the following-described tracts or lots of land:

Acres.	Description.	Sec.	Town.	Range.	Value.	St. & co. tax.	School tax.	Total.
160	N. E.	26	34	7 E.	640	7 36	3 84	14 56
160	S. E.	26	34	7 "	637	7 33	3 82	14 50
160	N. W.	26	34	7 "	800	9 20	4 80	18 24
160	S. W.	26	34	7 "	640	7 36	3 84	14 56
80	W. ½ S. W.	27	32	8 "	320	3 68	.....	4 54
80	W. ½ S. E.	27	32	8 "	320	3 68	.....	4 54
80	W. ½ N. E.	28	32	8 "	320	3 68	96	5 50
80	E. ½ N. W.	28	32	8 "	320	3 68	96	5 50
80	W. ½ N. W.	28	32	8 "	320	3 68	96	5 50
80	E. ½ S. E.	28	32	8 "	320	3 68	96	5 50
80	W. ½ S. E.	28	32	8 "	320	3 68	96	5 50
80	E. ½ S. W.	28	32	8 "	320	3 68	96	5 50
80	W. ½ S. W.	28	32	8 "	320	3 68	96	5 50
160	S. E.	24	33	8 "	8 0	9 20	.....	11 16
160	S. W.	24	33	8 "	640	7 36	.....	8 91
								$129 51

JOHN BARR,
Collector of Grundy County, Ill's.,
Per MONAHAN.

[$137 44.

263 STATE OF ILLINOIS, *Grundy County, ss:*

SARATOGA, *Jan.* 23, 1864.

Received of James C. Conklin, for W. W. Corcoran, one hundred thirty-seven $\frac{44}{100}$ dollars in full for State, county, town, and special taxes on the following-described real estate, in township No. 34, range No. 7, and on personal property due for the year 1863, to wit:

Description.	Sec.	No. acres.	Valuation.	State tax.	Co. tax.	Town tax.	School tax.	Road tax.	Back tax.	Total tax.
			$	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
N. E. ¼	26	160	640	4 93	4 16	3 20	14 40	.....	.....	26 69
N. W. ¼	"	160	960	7 39	6 24	4 80	21 60	1 60	.....	41 63
S. E. ¼	"	159. 26	796	6 13	5 17	3 98	17 91	1 28	.....	34 47
S. W. ¼	"	160	800	6 16	5 20	4 00	18 00	1 29	.....	34 65
										$137 44

R. BARTLETT,
Collector for the Town of Saratoga.

STATE OF ILLINOIS, *Grundy County, ss:*

SARATOGA, *Dec.* 31*st*, 1864.

Received of W. W. Corcoran, per E. Sanford, ninety $\frac{62}{100}$ dollars in full for State, county, town, and special taxes on the following-described estate in township No. 34, range No. 7, and on personal property due for the year 1864, to wit:

Description.	Sec.	No. acres.	Valuation.	State tax.	Co. tax.	Town tax.	School tax.	Road tax.	Back tax.	Total tax.
			$	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
North-east ¼	26	160	800	6 00	6 40	1 60	6 00	1 28	.....	21 28
" west ¼	"	160	960	7 20	7 68	1 92	7 20	1 92	.....	25 92
South-east ¼	"	159. 20	796	5 97	6 37	1 59	5 97	1 92	.....	21 82
" west	"	160	800	6 00	6 40	1 60	6 00	1 60	.....	21 60
										90 62

O. BAKER,
Collector for the Town of Saratoga.

{ 1-cent rev. stamp. 1-cent rev. stamp. cancelled. }

264 The defendants insisted that it appeared from the evidence that Josiah S. Breese was the owner of the land in controversy at the time the mortgage from Russell to the United States was foreclosed; that Breese was never served with process in the suit for foreclosure, and his right to redeem said premises from said mortgage never was barred, and that by the conveyances aforesaid the defendants became the owners of the equity of redemption and entitled to redeem said premises from said mortgage.

To the testimony of B. C. Cook as to the tender of the money to the plaintiff the counsel of the plaintiff objected, and the testimony was received subject to the objection & to the opinion of the court upon its competency. And afterwards the counsel of the defendants insisted that the said tender was a defence to this action, & the counsel of the plaintiff claimed that it was not, & the court was of the opinion that the testimony as presented was not competent or sufficient to constitute a defense to this action, to which opinion of the court the defendants then & there excepted.

The defendants also insisted that it appeared from the evidence that they went into possession of the premises in controversy under the several conveyances heretofore given in evidence by them, in the
265 spring of 1864, the same being then and having always before been vacant and unoccupied, that they acquired a right to the possession of said premises paramount to that of the plaintiff, as shown in evidence on the trial of this cause. But the court decided and held that the plaintiff was entitled to recover, notwithstanding the possession taken as aforesaid, to which ruling and decision of the court the defendants, by their counsel, then and there excepted.

It was then agreed by the counsel for the respective parties that the value of the premises in dispute was, at the time of commencement of this suit, and of the trial thereof, three thousand dollars, and more.

The foregoing was all the evidence in the cause.

The court, after consideration of the same, found the issues and rendered judgment for the plaintiff, to which finding, decision, and judgment of the court the defendants, by their counsel, then and there excepted, and prayed that this, their bill of exceptions, may be allowed, signed, and sealed, which is done.

THOMAS DRUMMOND. [SEAL.]

(Endorsed:) Filed April 7th, 1870. Wm. H. Bradley, cl'k.

266 On this day to wit, the twenty-first day of June, in the May term, A. D. 1870, of said court, in the record of the proceedings thereof, in the above-entitled cause, is the following entry, to wit:

Leave to withdraw money tendered.

LAURASON RIGGS
vs.
JOSHUA COLLINS AND JEREMIAH COLLINS. } Ejectment.

On motion of the defendants, by Joseph O. Glover, esq., their attorney, leave is given them to withdraw the sum of thirty-three hundred dollars, which was heretofore deposited in court by the defendants as a tender to the plaintiff.

On this day to wit, the 9th day of April, A. D. 1870, said defendants filed in said clerk's office their bond for appeal in said entitled cause, which said bond is in the words and figures following, to wit:

Appeal bond.

In the Supreme Court of the United States.

In error to the circuit court of the United States for the northern district of Illinois.

JEREMIAH COLLINS AND JOSHUA COLLINS,
plaintiffs in error,
vs.
LAURASON RIGGS, DEFENDANT IN ERROR.

267 Know all men by these presents that we, Jeremiah Collins and Joshua Collins, of the county of Grundy, and State of Illinois, as principals, and Jacob Geisin and John Dirst, as sureties, are held and firmly bound unto the above-named Laurason Riggs, in the sum of six thousand dollars, to be paid to the said Laurason Riggs, his executors, or administrators, to which payment well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated this seventh day of April, A. D. 1870.

Whereas the above-named Jeremiah Collins and Joshua Collins have prosecuted a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled suit by the circuit court of the United States for the northern district of Illinois:

Now, therefore, the condition of the above obligation is such, that if the above-named Jeremiah Collins and Joshua Collins shall prosecute their said writ of error to effect, and answer all damages and costs if they shall fail to make good their plea, then this obligation shall
268 be void; otherwise the same shall be and remain in full force and virtue.

JEREMIAH COLLINS. [SEAL.]
JOSHUA COLLINS. [SEAL.]
JOHN DIRST. [SEAL.]
JACOB GEISIN. [SEAL.]

Witness as to Joshua Collins—
W. T. HOPKINS.

Sealed and delivered in presence of—
SAM. W. FULLER,
as to first, third, & fourth signatures.

Approved:

H. W. BLODGETT, *Judge.*

(Endorsed:) Filed April 9th, 1870. W'm H. Bradley, cl'k.

269 NORTHERN DISTRICT OF ILLINOIS, *ss:*

I, William H. Bradley, clerk of the circuit court of the United States for said district, do hereby certify the above and foregoing to be a true, correct, and complete transcript of the record of all the proceedings had in said court in said entitled cause, wherein said Laurason Riggs is plaintiff, and Joshua Collins and Jeremiah Collins are defendants, as the same remains of record in my custody.

In testimony whereof I have hereunto set my hand and affixed the seal of said circuit court, at my office, in the city of Chicago, in said district, this third day of December, A. D. eighteen hundred and seventy, and of our independence the ninety-fifth year.

[SEAL.] W'M H. BRADLEY, *Clerk.*

[5-cent int. rev. stamp, canceled.]

270 UNITED STATES OF AMERICA,
Northern District of Illinois, ss:

The President of the United States of America to the judge of the circuit court of the United States for the northern district of Illinois, greeting:

Because in the record and proceedings, as also in the rendition of a judgment in a plea which is before you, in said circuit court, between Laurason Riggs and Jeremiah Collins and Joshua Collins, in an action of ejectment, a manifest error hath happened to the great damage of the said Jeremiah Collins and Joshua Collins, as by their complaint appears, and it being fit that the error, if any there has been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be given therein, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December, A. D. 1870, in the Supreme Court, to be then and there held, that the
271 record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the law and custom of the United States should be done.

Witness the Hon. Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this eighth day of April, in the year of our Lord eighteen hundred and seventy, and of the independence of the United States the ninety-fourth.

[SEAL.] W'M H. BRADLLEY, *Clerk.*

272 UNITED STATES OF AMERICA,
Northern District of Illinois, ss:

To LAURASON RIGGS, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December, A. D. 1870, pursuant to the writ of error filed in the clerk's office of the circuit court of the United States for the northern district of Illinois, wherein Jeremiah Collins and Joshua Collins are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why the judgment in said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Thomas Drummond, this eighth day of April, in the year of our Lord eighteen hundred and seventy.

THOMAS DRUMMOND.

273 (Indorsed:) Collins et al. v. Riggs. Citation.

Received a copy of the within citation this ninth day of April, A. D. 1870.

DENT & BLACK,
Att'ys for Laurason Riggs, Def't in Error.

(Indorsed:) Supreme Court of the United States. Collins et al. v. Riggs. Writ of error.

(Indorsement on cover:) No. 389. Joshua Collins and Jeremiah Collins, plaintiffs in error, vs. Laurason Riggs. N. Illinois C. C. U. S. Filed 12th December, 1870.

SUPREME COURT OF THE UNITED STATES.

DECEMBER TERM, A. D. 1871.

No. 180.

JOSHUA COLLINS
AND
JEREMIAH COLLINS,
Plaintiffs in Error,
vs.
LAURASON RIGGS,
Defendant in Error.

Error to Circuit Court of the United States for the Northern District of Illinois.

Argument of Thomas Dent,

FOR DEFENDANT IN ERROR.

Jameson & Morse, Printers, 240 East Madison St., Chicago.

SUPREME COURT OF THE UNITED STATES.

DECEMBER TERM, A. D. 1871.

No. 180.

JOSHUA COLLINS
AND
JEREMIAH COLLINS,
Plaintiffs in Error,
vs.
LAURASON RIGGS,
Defendant in Error.

Error to Circuit Court of the United States for the Northern District of Illinois.

Brief and Argument for the Defendant in Error.

The defendant in error respectfully asks that the judgment of the Circuit Court be affirmed for the reasons given by the learned Judge who pronounced the Opinion in that Court, which Opinion was reported in the *Chicago Legal News*, vol. 1, p. 234, and is as follows:

CIRCUIT COURT U. S., N. D. ILLINOIS.—APRIL, 1870.

[Reported by ELY, BURNHAM & BARTLETT, Official Reporters.]

RIGGS VS. COLLINS, et al.

1. *Held, that when a decree recites that service was had upon the defendant, after the lapse of nearly thirty years the averment of the decree must stand as true, unless there is something upon the face of the record itself which shows that such was not the fact at the time it was made.*

2. *That in a collateral issue, if any proof whatever either in the case or out of it, is admitted to contradict the decree alleging due service of process, that proof must show that the averment could not be true.*

3. *Effect of an allegation in the bill that one of the defendants has some interest in the land considered by the court.*—ED. LEGAL NEWS.

OPINION OF THE COURT BY DRUMMOND, J.

This is an action of ejectment for sec. 26, T. 34 N., Range 7 E., in the county of Grundy.

The suit was commenced on the 13th of March, 1867. By agreement between the parties, a jury was waived, and the law and the facts were submitted to the Court.

The land was purchased of the United States, by J. B. F. Russell, in 1836, and although the patent was not issued until 1839, yet, under our law, between the date of the purchase and the issuing of the patent, he is treated as the owner of the land, as against all persons except the United States. On the 13th of May, 1837, Russell being thus the owner of the land in controversy by purchase, conveyed it to Josiah S. Breese, but the deed was not recorded in the county of La Salle, where the land was then located, and was not, in point of fact, recorded in the county where the land was situate until the 7th of June, 1861, when it was recorded in the county of Grundy, where the land then was. On the 21st of December, 1837, J. B. F. Russell made a mortgage of the land in controversy, including various other tracts, to Henry D. Gilpin, the Solicitor of the Treasury, in trust for the United States, and in May, 1838, this mortgage was duly recorded in the county of La Salle, where the land was then located. Although Russell had previously conveyed the land to Breese, as that conveyance was not recorded in the Recorder's office of the proper county at the time the mortgage was made to the United States, and as there is no evidence tending to show that the United States then had any notice of the existence of this prior deed to Breese, the mortgage conveyed a good title to the United States, as mortgagee of the land, under our registry laws.

The amount for which this land and the other tracts were mortgaged to the United States was more than $50,000. On the 1st day of September, 1840, a bill was filed in the Circuit Court of the United States for the District of Illinois, by the United States, to foreclose the mortgage. Various persons besides Russell were made parties, defendants, to the bill, the averment being that Breese and others, naming them, had "some interest in the premises, as judgment creditors or otherwise." "The premises," as I have already stated, included several tracts of land, and this section 26 among others. A subpœna, or, as

our local law terms it, a summons, was issued upon the filing of the bill, on the first day of September, 1840, and made returnable on the 1st Monday of the December term of that year. It included, as defendants, Breese and others. The return upon the summons states that it was served upon several of the defendants—less than all—and the return concludes by stating the others were not found within the district; and among those not found was Breese, the party to whom Russell had conveyed the land in controversy, in 1837. Although there is no evidence that the Government had any notice of the existence of this prior deed at the time that the mortgage was made and delivered, it is clear that when the bill was filed, it had some knowledge of the claim of Breese. True, the allegation in the bill is of the most general character, and does not distinctly set forth what the interest was, or in what tract of land, among all those named in the mortgage. But still, the attention of the Government was called to the fact that Breese had some interest in the land, and therefore, it might be said that there was a claim stated which it would be incumbent on any party acquiring a right subsequently to trace up, and ascertain its character.

There was another term of the Circuit Court of the United States, provided by law, held on the first Monday of June, 1841. There does not appear to be any other summons than the one already mentioned, found among the papers of the case.

In the bill of costs taxed in the case, it seems that there are costs taxed only for one writ. Some evidence was introduced, which was received, subject to objection, to the effect that Breese was not, at the time the summons was issued and returned, an inhabitant of the State of Illinois, but that he had, prior to that time, removed elsewhere. This is all there is in relation to this matter, up to the time when the decree of foreclosure was rendered in June, 1841. At that time, the title of the suit was entered on the record, including the names of all the defendants, and that of Breese among others. The decree declared that the defendants had been duly served with process. The precise language in which the entry is made is as follows: "This day came the said plaintiffs, by their solicitor, and *the said defendants having been duly served with process;* and having failed to appear, as by the within writ they were commanded, and having failed to answer the complainants' said bill of complaint, herein filed, although more than three calendar months have elapsed and passed by since the return of the writ aforesaid *upon them executed.*" And then follows the decree. The Court directed a reference to a Master, under which a report was made, and then an order of sale of the mortgaged premises, at which sale the section in controversy was struck off to the United States for the sum of $641. The land was sold in separate parcels. After the sale, and after a deed from the Master was executed to the United

States, the latter, on the 28 of December, 1847, through the Solicitor of the Treasury, who was the authorized agent of the Government for that purpose, under the act of 1830, conveyed this section of land and other tracts, to W. W. Corcoran, and the deed, together with the deed of the Master to the United States, was duly recorded in the county where the land was situated; the Master's deed in April, 1843, and the other in July, 1848. W. W. Corcoran, in 1866, conveyed this section of land to the plaintiff, and this is the title of the plaintiff. The defendant claims title through the unrecorded deed of Josiah S. Breese.

The questions in the case appear to be; First, whether it will be presumed upon the face of the decree and the record, that the averment contained in the decree, that service of process was made on Breese is true; and if not, secondly, what was the effect on the title of the United States, or of Corcoran, of the allegation in the bill that Breese had some interest in the land.

I will consider this last question first. Admitting, therefore, that Breese was not a party to the proceedings to foreclose the mortgage; that is to say, although named, he was not served with process, then he would not be bound by the decree, and his equity of redemption would be a subsisting equity, unless it has been lost by something independent of the proceedings in the foreclosure suit; then that being so, what would be the position of the United States, or of a purchaser from the United States? I apprehend it would be this: Although at the time of the decree of foreclosure and of the filing of the bill, it may be said that the Government had knowledge of a claim of Breese to the premises; still, as already stated, when the mortgage was made, there was no notice of such a claim, and therefore it would be a valid mortgage of this land, under our registry law. Then when the deed was made by the Solicitor of the Treasury, under the circumstances in evidence, of this tract of land, to Mr. Corcoran, it would be by a mortgagee who was the purchaser, at a sale, the purpose of which was to foreclose the mortgage, and deprive Breese of his equity of redemption, and whether this was effectual or not, as the Government was a mortgagee, and would, as such, hold the legal title, the purchaser, under the decree, and from the mortgagee, would also be a mortgagee, and would thus represent, *pro tanto*, the debt which the mortgage was given to secure; and the rule, which, it is claimed, sometimes prevails, that the mortgaged premises cannot be transferred or conveyed irrespective of the debt which the mortgage was given to secure, would hardly apply. It would have to be treated, I think, substantially, as though it were a transfer *quoad hoc* of the debt which the mortgage was given to secure, and therefore the purchaser from the United States would also be the mortgagee, and would have the legal title to the land, as the United States had, and so, default having been made in the payment of the

sum due on the mortgage, would have the right to maintain an action of ejectment.

As I understand, this is the effect of the decision of the Supreme Court of this State, made in the case of Carroll vs. Ballance, reported in the 26th Ill. But, however this may be, I am of the opinion that, as the case now stands, as to the first question named, it must be considered that the equity of redemption, if that was the interest which Breese had, and was referred to in the bill, is gone under the foreclosure suit, because Breese must be regarded as one served with process.

It is thirty years, very nearly, since this decree was rendered. Breese was a party to the bill. The decreé recites that service was had upon him—that is, it names all the defendants, and declares the defendants were duly served with process, and after the lapse of so much time, it seems to me that the averment in the decree must stand as true, unless there is something upon the face of the record itself which shows that such was not the fact at the time it was made. There are some decisions of the Supreme Court of our own State, perhaps, which go the length of declaring where a record recites that process was served, when it clearly appears it was not, and could not have been; that when the question comes up even collaterally, the Court will not regard as conclusive, the averment of the service of process. A case relied upon on the part of the defendant, was that of *Goudy vs. Hall*, 30 Ill. 109. But, although the Court says in that case, that the judgment recited that the process was served, when it appeared it was not, it would not be treated as binding, yet that statement was not necessary to the decision of the case, because the Court held that there was nothing in the proof inconsistent with the recital in the judgment, that due notice had been given. But, this case, even if we admit the correctness of such decisions or dicta, is not within any principle there decided.

For it is possible that another writ issued from this Court, returnable to the first Monday of June, 1841. We know that the process returnable to the first Monday of December, 1840, was not served on Breese; we do not know that another process was not issued, and served on him, and therefore he might have been duly in court on the first Monday of June, 1841. This seems to be a sound principle—that in a collateral issue, if any proof whatever, either in the case or out of it, is to be admitted, to contradict the decree, alleging due service of process, that proof must show that the averment could not be true. And this case is not brought within that rule, for it is quite possible that another summons was issued, served and returned, and that it is lost or mislaid. We must presume, in the absence of clear proof to the contrary, that the averment that Breese was duly served with process was true, and especially after the lapse of so many years. But if we assume this to be so, *prima facie*, the decision of Rivard et al. vs. Gardner, 39

Ill., 125, is to the effect that proof, outside of the record, is not admissible to contradict it, where that proof would affect the rights of third persons, acquired under the judgment or decree of the court. It is admitted, in that case, that there is some conflict in the authorities; but the language of the court is: "We entertain no doubt that the rule forbidding the return to be contradicted, as against third persons who have acquired rights under the judgment of the court, rests upon the sounder reason. The importance of the rule, as a question of public policy, upon which the principles of law are designed to rest, is most apparent. The public should be permitted to purchase property sold under the judgment or decree of a court, without the apprehension that at some distant day their titles may be divested by parol testimony, that the return of the officer upon which such judgment was rendered was falsely made."

It is true that the question in that case was as to the return of the officer; but if one concede the effect to be given by the recital in the decree, then the principle is precisely the same in this case.

It seems to me that the case of Miller vs. Handy, 40 Ill., 448, decides a principle applicable to this case. There the question arose on a judgment on a *scire facias*, to foreclose a mortgage. By our statute, when there is no service of the *scire facias* on the party to be affected by it, it requires what is termed two *nihils;* and in that case the judgment of the court recited that there had been due service, as prescribed by law, in order to foreclose the rights of the mortgagors. But only one writ was found in the case upon which the return of *nihil* was made, and yet the court, where the question came up collaterally, and the rights of third persons were to be affected, held that it would presume in favor of the recital in the judgment, that there was another writ, which had been properly returned. And why? Because there had intervened one or more terms between the date of the first writ and the judgment of foreclosure, when there might have been another writ issued and returned. "We are to presume," the court says, "on the faith of the finding of the court, that such was the fact,"—that is to say, that the averment in the judgment was true—"that there was time and opportunity for it, and it is stated as a fact, found by the court, that two *nihils* had been returned. Is it just or consonant with right, is it protective of the interests of the public, that the mere absence from the files of one of these writs, shall rebut the presumption upon a prior finding of the court, at the very incipiency of the judgment, and that, too, after the lapse of more than twenty-five years? The necessity of such a presumption is fully discussed in the case of Reddick vs. The State Bank, 27 Ill., p. 145. We there said: It does not seem reasonable to require a party, who has purchased land under the judgment of a court of competent jurisdiction, *bona fide*, and with no notice of any

such defects as the absence of a summons or notice, to be put in jeopardy of his title, or be required to take the risk of the loss or abstraction of a loose paper from the files, when the decree or judgment of the court recites the fact, that process was duly served, or the required notice duly given. These are facts lying at the very threshold of the case, and on which the court is required to be informed and to pronounce, just as much as upon any other fact in the cause. * * * We cannot perceive any reason why the rights of parties, depending upon these preliminary facts, should not be as secure, unless impeached by the record itself, as upon any other adjudicated facts in the cause, especially after the lapse of more than a quarter of a century.

Now, this reasoning applies with peculiar force to this case. Here is a party wishing to make a purchase of a tract of land. It is offered for sale by the Government of the United States, under a title resting upon a mortgage made in 1837. There is nothing whatever upon the files of the records in the proper county where the land is situated, which affects, in any way, the validity of this mortgage. There is nothing which affects the sale made under the decree of foreclosure to the United States of this tract of land, except what is recited in the bill, that Breese had some interest in the land as a judgment creditor or otherwise. Breese is a party to the bill of foreclosure. The decree of foreclosure recites that process was duly served upon him. Is not that, and ought not that, to be satisfactory evidence to the party seeking to make the purchase, that he has obtained a good title under the mortgage, as against the mortgagor, and also against all parties which the decree recites were then served with process? I think that question must be answered in the affirmative, if there is nothing in the record itself which shows that the averment in the decree could not be true. It is only in that way, as it seems to me, that we can give stability to the decrees and judgments of courts, and to titles obtained under them, especially after the lapse of so many years.

Now, in this case it may be said that Breese obtained a good title, that it failed on the technical ground of want of record, and that, in equity, his claim is valid. That is one view of the case undoubtedly; but there is another equally strong, and even stronger, as a matter of mere equity, growing out of the foreclosure suit, and averment of service of process upon Breese, and the *bona fide* purchase by Corcoran of the title of the United States obtained under this decree of foreclosure. There can be no question of the entire good faith of Corcoran in making this purchase, of his ignorance of any claim whatever on the part of Breese to this land, unless upon the constructive notice which arises on this averment in the bill.

The proof shows that under this title thus obtained, taxes were paid upon this land for seventeen years, from 1848 to 1864, inclusive.

Then the equity, it seems to me, of the plaintiff's title, is as strong as any supposed equity on the part of the defendant.

The issue and judgment of the court will therefore be for the plaintiff.

It will be observed that the principal position, stated by the editress of the *Legal News* in the head notes, and so well sustained in the foregoing Opinion, is decisive. It is that the decree of foreclosure in the case of *The United States vs. John B. F. Russell and others*, was conclusive as to Josiah S. Breese, one of the defendants therein, under whom the plaintiffs in error claim; and consequently, after the execution of the Master's Deed made upon the sale under the decree, and relied on by the defendant in error, no title or interest of any kind remained in or could be conveyed by Breese. This leaves the plaintiffs in error without a shadow of title; and they will not question that the chain of title from the Government to the defendant in error is regular and sufficient. But it will be observed that the Opinion also fully sustains the right of the defendant in error to a recovery by virtue of the registry laws.

[Note—The Brief on the part of the defendant in error in No. 179, *Dirst vs. Morris*, is mainly applicable here, as well as in that case; the chains of title being substantially identical.

The facts may be reduced to the following positions:

I.

That the title of the defendant in error is complete in itself. It consists of the following links:

1. A patent from the United States to John B. F. Russell, the common source of title. (P. 7 of printed Record.)

2. A mortgage from said Russell to Henry D. Gilpin, Solicitor of the Treasury of the United States, in trust for the United States, dated Dec. 21, 1837, recorded in LaSalle County, Illinois, May 11, 1838, that then being the proper place of record as to the land in controversy.

3. A decree of the Circuit Court of the United States for the Northern District of Illinois, foreclosing said mortgage.

This decree was made upon a bill filed September 1, 1840, (p. 13 of printed Record,) naming Josiah S. Breese, with Russell, the mortgagor, and others, as defendants, on which bill a subpœna in chancery was issued at that date, and made returnable on the first Monday of December then next, prior to which time it was served on several but not all of the defendants. At the December term in that year—to wit, on the 17th day of December—the Circuit Court entered an order of continuance. (P. 19 of printed Record). Between the time of this continuance and the next action of the Court in the case, ample time for the issuing and due service of process as to the defendants not served before the December Term, 1840, elapsed; and at a later term, to wit: June 14, 1841, the Court, finding that all the defendants named in the bill had been duly served with process, (p. 34 of printed Record,) entered a default against them, and the bill was taken *pro confesso*.

June 22, 1841, the Court referred the cause to a Master to report the amount due on the mortgage, and the sum was reported at $66,857.18, for which a decree passed, requiring payment within twenty days, and authorizing an absolute sale upon advertisement in case of default.

June 6, 1842, said decree was made absolute. (P. 38 of printed Record.)

April 20, 1843, George A. O. Beaumont, Esq., Master in Chancery, after advertising as directed, made sale under said decree, at which sale these premises, which, after the execution of the mortgage, had become part of Grundy County, newly organized, were sold to the United States for $641. (P. 39 of printed Record, p. 125 of original Record.)

June 19, 1843, the Master's report of said sale was confirmed. (P. 41 of printed Record.) The report contains recitals showing that the land was unoccupied, wherefore the Master considered that he had complied with the direction to put the purchasers into possession; and the report further tends to show that the title was investigated, and that the lands to which the mortgagor's title did not seem to be good were not sold. (P. 40 of printed Record.)

4. April 21, 1843, the Master conveyed the premises to the United States, and the conveyance was recorded in said Grundy County, March 18, 1844. (Pp. 57–59 of printed Record.)

5. December 28, 1847, the United States, by Hon. Ransom H. Gillett, Solicitor of the Treasury, conveyed to William W. Corcoran, and the deed was recorded in said county July 21, 1848. (Pp. 60 and 62 of printed Record.)

[Note as to the power of the Solicitor to convey—5 U. S. Stat. at Large, 414.]

6. December 28, 1866, Corcoran conveyed to Riggs, the defendant in error.

II.

The adverse title asserted by the plaintiffs in error has no force or credit because it is hostile to the decree of foreclosure, to which Josiah S. Breese, through whom the plaintiffs in error claim, was a party, and by which he and they are bound.

On this point see, besides the authorities mentioned in the Opinion of Judge DRUMMOND,

Grignon vs. Astor, 2 *How.* 319, 340, 341.

Sargeant vs. The State Bank of Ind., 12 *Howard* 371.

III.

The deed of Russell to Breese not having been recorded in La Salle County, in which this land lay, when Russell's mortgage to the United States was recorded there, and not having been recorded in Grundy County until June 17, 1861, 24 years after its execution, was void as to the United States; and when the mortgage was recorded in La Salle County, the deed not being recorded there, the mortgage acquired a priority under the Statutes of the State.

The Act of Jan. 13, 1833, Sections 2 and 5, pp. 488–9 of Purple's Real Estate Statutes, provides thus: Section 2 required that after the first day of June, then next, all deeds and title papers should be recorded in the County where the lands were situated.

Section 5 enacted that from and after the first day of August then next, all such deeds and title papers should take effect, and be in force from and after the filing the same for record and not before, as to all creditors and subsequent purchasers without notice; and further, that all such deeds and title papers should be adjudged void as to all such creditors and subsequent purchasers without notice, until the same should be filed for record *in the County where the land should lie.*

The Statutes are now substantially the same, but the revision of the laws in 1845 changed the phraseology slightly, and reference is therefore made to the Statute as it stood when the rights of the United States were acquired.

1st. The United States in taking a mortgage became entitled to be regarded as a purchaser, and could claim the protection of the Statute; for a mortgagee is a purchaser within the Statute of Frauds.

2 *Lead. Cas. in Eq., Pt.* 1, *p.* 53 *; notes to Basset vs. Nosworthy.*
Lancaster vs. Dolan, 1 *Rawle* 245.
Chapman vs. Emery, *Cowp.* 278.

2d. The plaintiffs in error made no effort to show that the United States had any actual notice of the deed to Breese at the time the mortgage was taken, and it follows that the mortgage, being first recorded in La Salle County, obtained a priority over the deed, and that the deed became and was void as to the United States. Therefore, Breese could not have defended an action of Ejectment brought by the United States on the Mortgage, and, as it is evident from the chain of title that the defendant in error was seized of the whole estate which was vested in the United States by the mortgage, so far as the land in question is concerned, neither Breese, nor any one claiming under him, could have any footing for a defence to such an action brought by the defendant in error.

If, then, it were conceded, *pro forma*, that the deed to Breese was not, by force of the registry laws, absolutely void as to the United States, and, that there was some necessity for foreclosing the equity of redemption in order to divest Breese of any claim to it, yet, the mortgage took full effect, as a mortgage, and hence the United States while having the right of a mortgagee, could, after condition broken, sustain Ejectment. *Carroll vs. Ballance*, 26 *Ill.* 15, 16.

Nor is it correct to say that Breese was a necessary party to the suit for the foreclosure of the mortgage. The rule as to parties in such cases goes no further than to require the citation of the mortgagor and those whose rights have intervened under him subsequently to the giving of the mortgage. Hence adverse claimants whose claims date before the mortgage, are not necessary parties.

Eagle Fire Ins. Co. vs. Lent, 6 *Paige* 635.
Frye vs. Bank of Ill., 11 *Ill.* 367.

IV.

Mr. Corcoran, the grantee of the United States, was an innocent purchaser for value, and at the time of his purchase had neither actual nor constructive notice of the alleged deed to Breese.

At the time of his purchase, that deed had not been recorded in the proper County, that is to say, it had not been recorded in either La Salle County or Grundy County, and it remained unrecorded there in any form for nearly 13 years after the record of the deed from the Solicitor of the Treasury to Mr. Corcoran. (*Pp.* 60 *and* 64 *of printed Record.*)

His deposition with that of Mr. Hyde, (see pp. 77–80 of printed Record,) shows the circumstances of his purchase, the payment of an adequate consideration, the receipt of the deed, and the subsequent payment of taxes for a great many years, without any notice whatever of an adverse claim.

1. The recording in Cook and Will Counties of the deed from Russell to Breese could not be held to be constructive or actual notice to Mr. Corcoran as to lands in another county, in which the deed was not recorded. He was not required to examine the records of any County, save that in which he was about to buy. The law imperatively required that the deed to Breese should be recorded in La Salle County, if it was to have any operation or effect as against purchasers of the land in that County, and the fact that it was recorded elsewhere was not sufficient. The Statute does not extend the effect of the registry of a deed so as to make it operate as notice in regard to land situated in a County where the registry is not made. The record is only a constructive notice, co-extensive with the County in which the registry is made, but not more extensive as a matter of construction.

Harper vs. Topley, 55 *Miss.* (6 *George*), 506, 509.
Taylor vs. McDonald's Heirs, 2 *Bibb*, 421, 423.

2. At the time of Mr. Corcoran's purchase there was nothing to serve as a warning to him; nothing in the proper records to indicate that

there was any claim upon the part of Breese to this particular tract of land, nor to show that there was left any ground for the assertion of any such claim by Breese, or any one under him. Mr. Corcoran had then a right to repose on the decree of foreclosure, and he was not bound to look beyond that.

Buckmaster vs. Carlin, 3 *Scam.* 104, 107, 108.
Voorhees vs. Bank U. S., 10 *Peters*, 477.

The Court there held "when the facts necessary to give jurisdiction appear on the face of the proceedings, the purchaser is not bound to look beyond the decree when executed by a conveyance, nor further back than the order of the Court."

Most emphatically was it the right of one buying as Mr. Corcoran did to presume that the title of the United States was complete; and the law would not permit him to be disturbed without proof that he purchased under such circumstances as would make him guilty of fraud as against Breese.

Story's Equity Jur., Sec. 404.
Wheaton vs. Dyer, 15 *Conn.* 311.

And, if such proof had been attempted, it ought to have been clear and positive, for, as was held by Chief Justice PARSONS, in *Norcross vs. Widgery*, 2 Mass., 509, "The statute requiring the registry of conveyances being so very beneficial, and it being so easy to conform to it, when a prior conveyance, not recorded until after one of a subsequent date, is attempted to be supported on the ground of fraud in the second purchase, the fraud must be very clearly proved."

The existence of the decree itself strongly rebuts any suggestion of notice to Mr. Corcoran of any claim on the part of Breese.

The effect, then, of the deed to Corcoran being recorded before that from Russell to Breese, was to give Mr. Corcoran a good and indefeasible estate as against Breese.

Flynt vs. Arnold, 2 *Metc.*, 623.
Dunlap vs. Wilson, 32 *Ill.*, 517–523.

3. There can be no doubt that Corcoran acquired all the rights of the United States as to this land, even more effectually and potentially in form than if the whole mortgage had been assigned to him.

1 *Washburn on Real Prop.*, 520.
Wyman vs. Hooper, 2 *Gray*, 141–146.
Given vs. Doe, 7 *Blackford*, 210.
Tallman vs. Ely, 6 *Wis.*, 244.

V.

The plaintiffs in error, substantially confessing that they could not resist the mortgage, sought to defend themselves on the ground of willingness to liquidate it *pro tanto*, by showing a tender of a sum of money to the defendant in error sometime after the commencement of the suit, and they produced the money in court at the time of the final trial, (p. 76 printed Record,) but afterwards withdrew it. (P. 90 printed Record.)

Such an attempt to avoid a mortgage by offering money as an answer to an action of ejectment is a novelty so discordant from authority that it can receive no judicial favor.

After condition broken, the mortgagor's rights are purely equitable, and he can obtain relief only in equity.

Parsons vs. Welles, 17 *Mass.*, 419.
Hill vs. Payson, 3 *Mass.*, 559.
King vs. The State Mut. Fire Ins. Co., 7 *Cush.*, 714, 715.
Carroll vs. Ballance, 26 *Ill.*, 15, 16.

The case is one in which there was once an apparent conflict in conveyances from Russell, the patentee. His conveyance to the United

States by way of mortgage was, however, seasonably recorded in the proper county, while, on the other hand, his deed to Breese was not recorded there for more than twenty-four years from the date of the original, during which period the rights of the United States, and of Mr. Corcoran as grantee of the United States, accrued, and the conveyances to them were recorded.

Now, the burden was on the plaintiffs in error to show something to defeat the title of the defendant in error. But what evidence has been offered for that purpose? An attack is made upon a solemn record, which was relied upon and supposed to be verity for so many years that but few of the parties to it are left in the land of the living, and now Seth Paine is called to testify that Josiah S. Breese left Illinois in 1839, and went to reside in New York, and was not in Chicago in 1840, and was not seen by the witness in Chicago in that year or the next. (P. 25 of printed Record.) Upon testimony of this nature, not pretending to certainty, nor by any means negativing the possibility of Breese having been in the Northern District of Illinois so that process could be there served on him three months before the June term, 1841, of the Court, as is solemnly avouched by the Record, the plaintiffs in error opposed the decree of foreclosure.

But, suppose their opposition to have been more plausible or effectual, what could it avail them? Nothing, absolutely nothing, in this action; for the finding of the Circuit Court in this case does not rest upon the decree of foreclosure alone. The right of the United States to recover in Ejectment, even if Breese had not been a party to the foreclosure suit, is demonstrably clear, since there has been no attempt to show that the United States, when it took the mortgage, had any notice whatever that Russell had previously attempted to convey away the land in question. No actual notice has been asserted, and there can be no just pretence of a constructive notice. Nor is it sufficient to say, in opposition to this view, that the United States had some such notice at some time or other. That does not meet the point; which is, that it was material to show that the United States had such notice at the time of taking the mortgage; for the United States

having no such notice then, could and did obtain a priority by having the mortgage recorded in the proper county before the deed was recorded there.

Then, again, the attack on the decree is still more inconclusive and indecisive so far as the rights of Mr. Corcoran or of his grantee, the defendant in error, are concerned; for Mr. Corcoran also had a right to rely upon the records, and when he bought in good faith, finding in them no deed from Russell conflicting with the mortgage to the United States, and seeing nothing in the proceedings to foreclose the mortgage calculated to cast any doubt upon the right of the United States to convey to him, it would be highly unjust to allow a trap to be sprung against his title by some mousing speculator, through a conveyance, (see pp. 68–70 of printed Record,) made by Breese's assignee in bankruptcy for $1.00, twenty years, or nearly that long, after the decree of foreclosure was entered. Nor, observing that the plaintiffs in error show that Breese was adjudged a bankrupt on the 15th of Sept., 1842, and of course was thus, if not otherwise, left without any interest in the property, does a deed from him made in 1861 to some other John Brown have a better look for the plaintiffs in error, who evidently acted without prudent consideration when they took a deed in 1864, tending to cloud the title then held by Mr. Corcoran, under which he had paid taxes for some eighteen years before this claim was asserted by the plaintiffs in error. The observations made by the court in *Miller vs. Handy*, 40 Ill. 452, are strikingly applicable to the position of Mr. Corcoran, and fully sustain the right of action in favor of his grantee, the defendant in error.

In conclusion, it is hoped that the opinion and judgment of the learned Circuit Judge do not need even this brief support, and that any argument which may be made by the counsel of the plaintiffs in error will be found to be sufficiently answered in advance, because an attack on that judgment cannot but be futile.

Respectfully submitted.

THOMAS DENT,

Of Counsel for Laurason Riggs, Defendant in Error.

CHICAGO, Feb. 14, 1872.